

Your Name:

George J. Austin, Esq. (TBA)

Address:

240 E. Channel St #431

Phone Number:

209.915.6304

Fax Number:

E-mail Address:

gaustin07@gmail.com; gaustin07@berkeley.edu

Pro Se Plaintiff

AUG 04 2020

SUSAN Y. SULLING  
CLERK, U.S. DISTRICT COURT  
NORTH DISTRICT OF CALIFORNIA  
OAKLAND OFFICEUNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**C 20-05445**Case Number [leave blank]**COMPLAINT**

Plaintiff,

vs.

Linda Zhang; AirBnB

DEMAND FOR JURY TRIAL

Yes ☒ No ☐

Defendant.

**PARTIES**

1. Plaintiff. [Write your name, address, and phone number. Add a page for additional plaintiffs.]

Name:

George J. Austin, Esq. (TBA)

Address:

240 E. Channel St. #431

Telephone:

209.915.6304

COMPLAINT

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## 2. Defendants. [Write each defendant's full name, address, and phone number.]

Defendant 1:

Name: Linda Zhang  
 Address: 133 Gable Dr., Fremont, CA  
 Telephone: 510 396-3241

Defendant 2:

Name: Air BnB  
 Address: 888 Bannan St. San Francisco CA 94103  
 Telephone: 855-424-7262

Defendant 3:

Name: Owner of 133 Gable, Dr. Fremont  
 Address: 133 Gable Dr., Fremont, CA  
 Telephone: "

**JURISDICTION**

[Usually only two types of cases can be filed in federal court, cases involving "federal questions" and cases involving "diversity of citizenship." Check at least one box.]

## 3. My case belongs in federal court

☒ under federal question jurisdiction because it involves a federal law or right.

[Which federal law or right is involved?] Civil Rights, Housing, &  
Anti Federal Statute Violations

☐ under diversity jurisdiction because none of the plaintiffs live in the same state as any of the defendants and the amount of damages is more than \$75,000.

COMPLAINT

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**VENUE**

[The counties in this District are: Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Monterey, Napa, San Benito, Santa Clara, Santa Cruz, San Francisco, San Mateo, or Sonoma. If one of the venue options below applies to your case, this District Court is the correct place to file your lawsuit. Check the box for each venue option that applies.]

4. Venue is appropriate in this Court because:

- ☒ a substantial part of the events I am suing about happened in this district.
- ☐ a substantial part of the property I am suing about is located in this district.
- ☐ I am suing the U.S. government, federal agency, or federal official in his or her official capacity and I live in this district.
- ☒ at least one defendant is located in this District and any other defendants are located in California.

**INTRADISTRICT ASSIGNMENT**

[This District has three divisions: (1) San Francisco/Oakland (2) San Jose; and (3) Eureka. First write in the county in which the events you are suing about happened, and then match it to the correct division. The San Francisco/Oakland division covers Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, and Sonoma counties. The San Jose division covers Monterey, San Benito, Santa Clara, Santa Cruz counties. The Eureka division covers Del Norte, Humboldt, Lake, Mendocino counties, only if all parties consent to a magistrate judge.]

5. Because this lawsuit arose in Alameda County, it should be assigned to the Oakland, SF Division of this Court.

**STATEMENT OF FACTS**

[Write a short and simple description of the facts of your case. Include basic details such as where the events happened, when things happened and who was involved. Put each fact into a separate, numbered paragraph, starting with paragraph number 6. Use more pages as needed.]

see attached

COMPLAINT

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1 see attached.

6 \_\_\_\_.

11 \_\_\_\_.

16 \_\_\_\_.

21 \_\_\_\_.

26 //

27 //

COMPLAINT

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**CLAIMS****First Claim**

(Name the law or right violated: see attached)

(Name the defendants who violated it: \_\_\_\_\_)

[Explain briefly here what the law is, what each defendant did to violate it, and how you were harmed. You do not need to make legal arguments. You can refer back to your statement of facts.]

\_\_\_\_\_. \_\_\_\_\_

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//

COMPLAINT

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See Attached Claim

(Name the law or right violated: \_\_\_\_\_)

(Name the defendants who violated it: \_\_\_\_\_)

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**DEMAND FOR RELIEF**

[State what you want the Court to do. Depending on your claims, you may ask the Court to award you money or order the defendant to do something or stop doing something. If you are asking for money, you can say how much you are asking for and why you should get that amount, or describe the different kinds of harm caused by the defendant.]

see attached.

**DEMAND FOR JURY TRIAL**

[Check this box if you want your case to be decided by a jury, instead of a judge, if allowed.]


☒ Plaintiff demands a jury trial on all issues.

Respectfully submitted,

Date: 08/4/20

Sign Name:

Print Name:

  
George J Austin Esq. (TDR)



George Jarvis (J).. Austin, esq. (TBA) 07/04/20  
Austin v. Atlina, et. al.  
P.O. Box 1832 Oakland, CA 94604, or alternatively  
240 E. Channel St. #431 Stockton, CA 95202

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

GEORGE J. AUSTIN, Plaintiff,

COMPLAINT; Dkt.  
Nos. 1

v.

LINDA ZHANG, AirBnB., 133 Gable et al., Defendants.

Case No.

George Jarvis (J).. Austin, esq. (TBA) 07/04/20.  
Austin v. Atlina, et. al.  
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## TABLE OF AUTHORITIES

### 1. Conspiracy

1. (AREI II Cases (2013) 216 Cal.App.4th 1004, 1022 [157 Cal.Rptr.3d368].)
2. (Applied Equipment Corp. v. Litton Saudi Arabia Ltd. (1994) 7Cal.4th 503, 510–511 [28 Cal.Rptr.2d 475, 869 P.2d 454], internal citations omitted.)
3. (Choate v. County of Orange (2000) 86Cal.App.4th 312, 333 [103 Cal.Rptr.2d 339], internal citation omitted.)
4. (Wyatt v. UnionMortgage Co. (1979) 24 Cal.3d 773, 784 [157 Cal.Rptr. 392, 598 P.2d 45],internal citations omitted.)
5. (Applied Equipment Corp., supra,7 Cal.4th at p. 511, internal citations omitted.)
6. (Okun v. Superior Court (1981) 29 Cal.3d 442,454 [175 Cal.Rptr. 157, 629 P.2d 1369].)
7. (Rickley v. Goodfriend (2013) 212 Cal.App.4th 1136, 1158 [151 Cal.Rptr.3d683].)
8. (Navarrete v. Meyer (2015) 237 Cal.App.4th 1276, 1293 [188 Cal.Rptr.3d 623], footnote omitted.)
9. (Rickley, supra, 212 Cal.App.4th at p. 1166, internal citation omitted.)
10. (Applied Equipment Corp., supra, 7 Cal.4th at p. 514, internal citations omitted.)
11. (Mosier v. Southern California Physicians Insurance Exchange(1998) 63 Cal.App.4th 1022, 1048 [74 Cal.Rptr.2d 550], internal citations omitted.)
12. (Kidron v. Movie Acquisition Corp. (1995) 40 Cal.App.4th 1571, [47 Cal.Rptr.2d 752], internal citations omitted.)
13. (Wetherton v. Growers Farm Labor Assn.(1969) 275 Cal.App.2d 168, 176 [79 Cal.Rptr. 543].
14. (Wyatt, supra,24 Cal.3d at p. 785, internal citations omitted.)

### 2. Federal and State Civil Rights Violations

1. 13th Amendment,
2. 14th Amendment,
3. 42 U.S.C. sec. 1983,
4. Unruh Civil Rights Act (Civ.Code, §§ 51, 52)
5. 42 U.S.C. § 1983 Retaliation

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6. (Tichinin, supra, 177 Cal.App.4th at pp. 1062–1063.)
7. 18 U.S. Code § 245.Federally protected activities
8. (Tichinin, supra, 177 Cal.App.4th at p. 1084.)
9. (Ford v. City of Yakima (9th Cir. 2013) 706 F.3d 1188, 1193.)
10. (Ford, supra, 706 F.3d at p. 1194 fn.2, internal citation omitted.)
11. (Tichinin, supra, 177 Cal.App.4th at p. 1082.)
12. (Mendocino Env'tl. Ctr. v. Mendocino County (9th Cir. 1999) 192 F.3d 1283, 1300–1301, internal citation omitted.)
13. (Anthoine v. N. Cent. Counties Consortium (9th Cir. 2010) 605 F.3d 740, 750.)
14. (Ford, supra, 706 F.3d at p. 1194.)
15. (Marez v. Bassett (9th Cir. 2010) 595 F.3d 1068, 1075.)
16. (Anthoine, supra, 605 F.3d at p. 748.)
17. (Graham v. Connor (1989) 490 U.S. 386, 393–394 [109 S.Ct.1865, 104 L.Ed.2d 443], internal citation omitted.)
18. (Jones v. Williams (9th Cir. 2002) 297 F.3d 930, 934.)
19. (Catsouras v. Department of California Highway Patrol (2010) 181 Cal.App.4th 856, 890 [104 Cal.Rptr.3d 352].)
20. (Henry A. v. Willden (9th Cir. 2012) 678 F.3d 991, 1005, internal citation omitted.)
21. (Pitts v. County of Kern (1998) 17 Cal.4th 340, 348 [70 Cal.Rptr.2d 823, 949 P.2d 920].)
22. (King v. State Of California (2015) 242 Cal.App.4th 265, 280 [195 Cal.Rptr.3d 286].) “
23. (Weaver v. State of California (1998) 63 Cal.App.4th 188, 203 [73 Cal.Rptr.2d 571], internal citations omitted.)
24. (Choate v. County of Orange (2000) 86 Cal.App.4th 312, 321 [103 Cal.Rptr.2d 339], internal citations omitted.)
25. (Hazle v. Crofoot (9th Cir. 2013) 727 F.3d 983, 992.)
26. (Huffman v. County of Los Angeles (9th Cir. 1998) 147 F.3d 1054, 1058, internal citations omitted.)“
27. (Robbins v. Hamburger Home for Girls (1995) 32 Cal.App.4th 671, 683 [38 Cal.Rptr.2d 534], internal citations omitted.
28. (United Steelworkers of America v. Phelps Dodge Corp. (9th Cir. 1989) 865 F.2d 1539, 1540, internal citations omitted.)

### 3. Housing Discrimination

1. See Troy v. Suburban Mgmt. Corp., No. 89-1282, 1990 U.S.. App. LEXIS 11901;
2. See Also HUD v. Williams, No. 02-89-0459-1, 1991 HUD ALJ LEXIS 97
3. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968, 1 '42 U.S.C. § 3604(a). '42 U.S.C. § 3601.



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4. Housing Urban Development Website (example of Discrimination)
5. California Civil Code § 1940.2, a landlord cannot unlawfully force a tenant out of their apartment or home using the following methods
6. California Civil Code § 1940.2.
7. California Civil Code §1940.35,

#### **4. Negligence Per Se**

1. (Jacobs Farm/Del Cabo, Inc. v. WesternFarm Service, Inc. (2010) 190 Cal.App.4th 1502, 1526 [119 Cal.Rptr.3d 529],internal citations omitted; see also Cal. Law Revision Com. to Evid. Code,§ 669.)
2. (David v. Hernandez (2014) 226 Cal.App.4th578, 584 [172 Cal.Rptr.3d 204].)
3. (Spriesterbach v. Holland (2013) 215 Cal.App.4th 255, 263[155 Cal.Rptr.3d 306], internal citation omitted.)
4. (Toste v. CalPortland Construction (2016) 245 Cal.App.4th 362, 371[199 Cal.Rptr.3d 522].)
5. (Ramirez v. Plough, Inc. (1993) 6 Cal.4th 539, 547 [25 Cal.Rptr.2d 97,863 P.2d 167].), internal citations omitted.)
6. (DiRosa v. Showa Denko K. K. (1996) Cal.App.4th 799, 808 [52 Cal.Rptr.2d 128].)
7. (Cal. Serv. Station Etc. Ass'n v. Am. Home Assur. Co. (1998) 62 Cal.App.4th1166, 1175 [73 Cal.Rptr.2d 182].)
8. (Elsner v. Uveges (2004) 34 Cal.4th 915, 928 [22 Cal.Rptr.3d 530, 102 P.3d915].)
9. California Penal Code Section 530.5 PC,
10. "knowingly" The DOJ interpreted the "knowingly" element of the HIPAA statute for criminal liability as requiring only knowledge of the actions that constitute an offense."
11. Under California Penal Code 31 PC, aiding and abetting a crime, is illegal.
12. 10 No. 9 Employer's Guide HIPAA Privacy Requirements Newsl. 3
13. *Harmon v. Maury County, Tenn.*, 2005 WL 2133697 (M.D. Tenn., Aug. 31, 2005).
14. "What is a HIPAA Violation" [www.hipaajournal.com/what-is-a-hipaa-violation/amp/](http://www.hipaajournal.com/what-is-a-hipaa-violation/amp/)
15. "Responding to Subpoena" <https://www.jucm.com/extreme-caution-hipaa-dos-donts-responding-subpoena-patient-medical-information>

#### **5. Breach of Contract**

1. (Richman v. Hartley (2014) 224 Cal.App.4th 1182, 1186 [169Cal.Rptr.3d 475].)
2. (Robinson v. Magee(1858) 9 Cal. 81, 83.)

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3. (*Troyk v. Farmers Group, Inc.* (2009) 171 Cal.App.4th 1305, 1352 [90 Cal.Rptr.3d 589], original italics.)
4. (*Consolidated World Investments, Inc., v. Lido Preferred Ltd.* (1992) 9Cal.App.4th 373, 380 [11 Cal.Rptr.2d 524], internal citation omitted.)
5. (*Brown*,supra, 192 Cal.App.4th at pp. 277–278, internal citations omitted.)
6. (*Verdier*,supra, 133 Cal.App.2d at p. 334.)
7. (*Brown*,supra, 192 Cal.App.4th at p. 279, internal citation omitted.)
8. (1 Witkin, Summary of California Law (10th ed. 2005) Contracts, § 847, original italics, internal citations omitted.)
9. (1 Witkin, Summary of California Law (10th ed. 2005) Contracts, § 847, original italics.)
10. (Rest.2d of Contracts, § 225.)
11. (*Stephens & Stephens XII, LLC*, supra, 231 Cal. App.4th at p. 1144.)
12. (*U.S. Ecology, Inc.*, supra, 129 Cal.App.4th at p. 909, internal citations omitted.)
13. (*Tribeca Companies, LLC v. First American Title Ins. Co.* (2015) 239Cal.App.4th 1088, 1102–1103 [192 Cal.Rptr.3d 354], footnote and internal citation omitted.)

## 6. Negligence

1. (*Ladd v. County of San Mateo* (1996) 12 Cal.4th 913, 917 [50 Cal.Rptr.2d 309, 911 P.2d 496].)
2. CA Civil Code section 1714(a)
3. (*Rowland v. Christian* (1968) 69 Cal.2d 108, 112 [70 Cal.Rptr. 97, 443 P.2d 561].)
4. (*Ky. FriedChicken of Cal. v. Superior Court* (1997) 14 Cal.4th 814, 819 [59 Cal.Rptr.2d 756, 927 P.2d 1260].)
5. (*Cabral v. Ralphs Grocery Co.* (2011) 51 Cal.4th 764, 771[122 Cal.Rptr.3d 313, 248 P.3d 1170], internal citations omitted.)
6. (*Burns v. Neiman Marcus Group, Inc.* (2009) 173 Cal.App.4th 479, 488, fn. 8 [93 Cal.Rptr.3d 130], internal citation omitted.)
7. (*Cabral*, supra, 51 Cal.4th at pp. 772–773, original italics, internal citations omitted.)
8. (*Laabs v. Southern California Edison Company* (2009) 175Cal.App.4th 1260, 1273 [97 Cal.Rptr.3d 241], internal citation omitted.)
9. (*Carlsen v. Koivumaki* (2014) 227 Cal.App.4th 879, 883 [174 Cal.Rptr.3d 339].)
10. (*Carlsen*, supra, 227 Cal.App.4th at p. 893.)



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## 7. Whistleblower Retaliation

1. (Health & Saf. Code, § 1278.5.)
2. (Fahlen v. Sutter Central Valley Hospitals (2014) 58 Cal.4th655, 676 [168 Cal.Rptr.3d 165, 318 P.3d 833].)
3. Health and Saf. Code sec. 1278.5 i
4. Patient Protection and Affordable Care Act 42 USC 18001
5. HIPAA 45 CFR § 160.316.
6. California's Health and Safety Code Section 1278.5 ("H&S 1278.5")
7. California's Fair Employment and Housing Act ("FEHA"). FEHA's Section 12940(h) s
8. (Passanto v. Johnson & Johnson Consumer Products, Inc. (2000) 212 F.3d 493, 506.)
9. H&S 1278.5
10. Title II of the Federal Health Insurance Portability and Accountability Act (42 USC 1320d to 1329d-8, and Section 264 of Public Law 104191); 45 CFR Parts 160 and 164,
11. (See Health & Saf. Code,§ 1278.5(c), (d).)
12. (Health & Saf. Code, § 1278.5(e).)
13. (Evid. Code, § 604.)
14. (Fahlen, supra, 58 Cal.4th at pp. 660–661; internal citation omitted.)
15. (Fahlen, supra, 58 Cal.4th at p. 676, original italics, internal citation omitted.)
16. (Nosal-Tabor v.Sharp Chula Vista Medical Center (2015) 239 Cal.App.4th 1224, 1246 [191Cal.Rptr.3d 651], original italics.)
17. Under The Patient Protection - Obamacare, etc. [spell out] triggers labor code anti retaliation protection against any whistleblower, by any actor
18. CA Labor Code, FLSA, and [H&S Code; Obamacare, HIPAAapply:
19. McKenzie v. Fed. Exp. Corp., 765 F.Supp.2d 1222, 1231 (C.D.Cal.2011) (quoting Villacres v. ABM Indus., Inc., 189 Cal.App.4th 562, 592, 117 Cal.Rptr.3d 398 (2010) (internal quotation, citation, and alterations omitted)).
20. Turner v. City and County of San Francisco, 892 F.Supp.2d 1188, 1202 (N.D.Cal.,2012)
21. Whistleblower Claims (Under HIPAA, CA Labor Code, FLSA, Sarbanes-Oxley (applicable to publicly traded companies, and to private as well)
22. Freund v. Nycomed Amersham (9th Cir. 2003) 347 F3d 752, 758 (applying Calif. law), it is also protected activity to File a HIPAA Security or Privacy Complaint.



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### **8. Fraud Concealment**

1. (Bank of America Corp. v. Superior Court (2011) 198 Cal.App.4th 862, 870, 130 Cal.Rptr.3d 504 (Bank of America Corp.).) See Graham v. Bank of Am., N.A., 226 Cal. App. 4th 594, 606, 172 Cal. Rptr. 3d 218, 228 (2014)
2. (See Warner Constr. Corp. v. L.A. (1970) 2 Cal.3d 285, 294 [85 Cal. Rptr. 444, 466 P.2d996].)
3. (See Hoffman v. 162 North Wolfe LLC (2014) 228 Cal.App.4th 1178, 1187 [175Cal.Rptr.3d 820].)
4. (Hackethal v. National Casualty Co. (1987) 189 Cal.App.3d 1102, 1110 [234 Cal.Rptr. 853].)
5. (Boschma v. Home Loan Center, Inc. (2011) 198 Cal.App.4th 230, 248 [129 Cal.Rptr.3d 874].)
6. (SCC Acquisitions, Inc. v. Central Pacific Bank (2012) 207 Cal.App.4th 859, 860 [143 Cal.Rptr.3d 711].)
7. (Warner Construction Corp., supra, 2 Cal.3d at p. 294, footnotes omitted.)
8. (Hoffman, supra, 228 Cal.App.4th at p. 1187, original italics, internal citations omitted.)
9. (Roddenberry v. Roddenberry (1996) 44 Cal.App.4th 634, 666 [51 Cal.Rptr.2d 907], internal citations omitted.)
10. (Marketing West, Inc. v. Sanyo Fisher (USA) Corp. (1992) 6Cal.App.4th 603, 613 [7 Cal.Rptr.2d 859].)
11. (Beckwith v. Dahl(2012) 205 Cal.App.4th 1039, 1061 [141 Cal.Rptr.3d 142].)
12. (Beckwith, supra, 205 Cal.App.4th at p. 1062.
13. Affiliated Ute Citizens v. United States, supra, 406 U.S.128 (Ute)
14. (Mirkin, supra, 5 Cal.4th at p. 1093.)
15. (Boschma, supra, 198 Cal.App.4th at p. 249.)

### **9. Fraud Misrepresentation**

1. (Perlas v. GMAC Mortgage, LLC (2010) 187 Cal.App.4th 429, 434, 113 Cal.Rptr.3d 790 (Perlas ) See also Graham v. Bank of Am., N.A., 226 Cal. App. 4th 594, 605–06, 172 Cal. Rptr. 3d 218, 228 (2014)
2. (Beckwith v. Dahl(2012) 205 Cal.App.4th 1039, 1061 [141 Cal.Rptr.3d 142].)
3. (Beckwith, supra, 205 Cal.App.4th at p. 1062.
4. Affiliated Ute Citizens v. United States, supra, 406 U.S.128 (Ute)
5. (Mirkin, supra, 5 Cal.4th at p. 1093.)

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6. (*Boschma*,supra, 198 Cal.App.4th at p. 249, original italics.)

### 10. Conversion

1. Gen. Motors Acceptance Corp. v. Dallas (1926) 198 Cal. 365, 370 (where conversion occurred after sale of automobile, buyer must either show certificate of ownership or actual possession to sue for conversion); Witkin § 705]
2. De Vries v. Brumback (1960) 53 Cal. 2d 643, 647
3. Steele v. Marsciano (1894) 102 Cal. 666, 669; 5 Witkin Summary of California Law Torts § 699 (10th ed. 2005)].
4. Dept. of Industrial Relations v. UI Video Stores (1997) 55 Cal. App. 4th 1084, 1095
5. Witkin § 706] 3.
6. Reynolds v. Lerman (1956) 138 Cal. App. 2d 586, 596
7. Witkin § 707]
8. Witkin §§ 701, 702; See *Downing v. Mun. Ct.*, 88 Cal.App.2d 345, 350 (1948).] [CA Conversion Law Chapter, 1.13.doc]
9. *Kremen v. Cohen*, 337 F.3d 1024, 1030, 1031-33 (9th Cir. 2003)
10. *Payne v. Elliot*, 54 Cal. 339, 341 (1880)
11. *Haigler v. Donnelly* (1941) 18 Cal. 2d 674, 681
12. *Zaslow v. Kroenert* (1946) 20 Cal. 2d 541, 550
13. *Enterprise Leasing Corp. v. Shugart Corp.* (1991) 231 Cal. App. 3d 737, 748
14. Witkin § 708]
15. *Jordan v. Talbot*, 55 Cal.2d 597, 610 (1961) (citing *Zaslow v. Cronert*, 29 Cal.2d 541, 551 (1946))]
16. *Gruber v. Pacific States Savings & Loans Co.* (1939) 13 Cal. 2d 144, 147
17. Witkin § 709]
18. Reid, supra, 55 Cal.2d at p. 207, 10 Cal.Rptr. 819, 359 P.2d 251.
19. *In re Trombley* (1948) 31 Cal.2d 801, 809–810, 193 P.2d 734.)
20. *Hermann v. Charles Stratton, D.D.S., Inc.*, No. A095233, 2002 WL 193857, at \*3 (Cal. Ct. App. Feb. 7, 2002)
21. *Edwards v. Jenkins* (1932) 214 Cal. 713, 720; Witkin § 712] 1/15/2010 5:04 PM (2K) [CA Conversion Law Chapter, 1.13.doc] 5
22. *Byer v. Canadian Bank of Commerce* (1937) 8 Cal. 2d 297, 299; Witkin § 712
23. *Acme Paper Co. v. Goffstein* (1954) 125 Cal. App. 2d 175, 179 (conversion of check);
24. *Mears v. Crocker First Nat'l Bank* (1948) 84 Cal. App. 2d 637, 644 (conversion of stock share certificate);
25. Cal. Jur. § 12; Witkin § 702]



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### **11. Aiding and Abetting, Fraud, Theft/Conversion**

1. (Judicial Council of Cal., Civ. Jury Instns. (CACI) (2014) No. 3610 . . .).” (Nasrawi v. BuckConsultants LLC (2014) 231 Cal.App.4th 328, 343 [179 Cal.Rptr.3d 813].)
2. Navarrete v. Meyer (2015) 237 Cal.App.4th 1276, 1290 [188 Cal.Rptr.3d 623]; Orser v. George (1967) 252 Cal.App.2d 660, 668 [60 Cal.Rptr. 708].)
3. (Casella v. SouthWest Dealer Services, Inc. (2007) 157 Cal.App.4th 1127, 1140–1141 [69 Cal.Rptr.3d 445].)
4. (American Master Lease LLC v. Idanta Partners, Ltd. (2014) 225 Cal.App.4th 1451, 1476 [171 Cal.Rptr.3d 548].)
5. [CACI No. 3610]
6. (Upasani v. State Farm General Ins. Co. (2014) 227 Cal.App.4th 509, 519 [173 Cal.Rptr.3d 784], original italics, internal citations omitted.)
7. (Nasrawi, supra, 231 Cal.App.4th at p. 345, original italics, internal citations omitted.)
8. (Sindell v. Abbott Laboratories (1980) 26 Cal.3d 588, 604 [163 Cal.Rptr. 132, 607 P.2d 924], internal citations omitted.)
9. (American Master Lease LLC, supra, 225 Cal.App.4th at p. 1475.)
10. (Schulz, supra, 152 Cal.App.4th at pp. 93–94, internal citations omitted.)
11. (Casey v. U.S. Bank Nat. Assn. (2005) 127 Cal.App.4th 1138, 1145–1146 [26 Cal.Rptr.3d 401], original italics, internal citations omitted.)
12. (Casey, supra, 127 Cal.App.4th at p. 1146, original italics, internal citations omitted.)
13. (Navarrete, supra, 237 Cal.App.4th at p. 1286.)
14. (Stueve Bros. Farms, LLC v. Berger Kahn (2013) 222 Cal.App.4th 303, 324 [166 Cal.Rptr.3d 116].)
15. (American Master Lease LLC, supra, 225 Cal.App.4th at pp. 1475–1476.)
16. (Navarrete, supra, 237 Cal.App.4th at p. 1290.)
17. (Orser, supra, 252 Cal.App.2d at p. 668, original italics; see also Rest. 2d Torts, § 876, Com. on Clause (b), Illustration 6.)

### **12. Tortious Interference with Contracts**

1. (North American Chemical Co. v. Superior Court (1997) 59 Cal.App.4th 764, 786 [69 Cal.Rptr.2d 466].)
2. (Pacific Gas & Electric Co. v. Bear Stearns & Co. (1990) 50 Cal.3d 1118, 1126 [270 Cal.Rptr. 1, 791 P.2d 587], internal citations omitted.)
3. Little v. Amber Hotel Co. (2011) 202 Cal.App.4th 280, 291 [136 Cal.Rptr.3d 97.



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4. *PMC, Inc. v. Saban Entertainment, Inc.* (1996) 45 Cal.App.4th 579,601 [52 Cal.Rptr.2d 877]
5. *Quelimane Co. v. Stewart Title Guaranty Co.* (1998) 19 Cal.4th26, 55 [77 Cal.Rptr.2d 709, 960 P.2d 513], internal citations omitted.
6. *Korea Supply Co. v. Lockheed Martin Corp.* (2003) 29 Cal.4th 1134,1154 [131 Cal.Rptr.2d 29, 63 P.3d 937], original italics.
7. *Korea SupplyCo.*, *supra*, 29 Cal.4th at p. 1157
8. *Pacific Gas & Electric Co.*, *supra*, 50 Cal.3d at p. 1129, internal citations omitted.
9. *Youst v. Longo* (1987) 43 Cal.3d 64. See also California Civil Jury Instructions (CACI) 2202. Intentional Interference With Prospective Economic Relations.
10. *Roth v. Rhodes* (1994) 25 Cal.App.4th 530.
11. *Pacific Gas &Electric Co.*, *supra*, 50 Cal.3d at p. 1127, internal citations and quotations omitted.
12. *Youst v. Longo* (1987) 43 Cal.3d 64.
13. *Ramona Manor Convalescent Hospital v. Care Enterprises* (1986) 177 Cal.App.3d 1120
14. *Sargon Enterprises, Inc. v. University of Southern California* (2012) 55 Cal.4th 747;
15. *Meister v. Mensinger* (2014) 230 Cal.App.4th 381. See also CACI 3903N.
16. *Della Penna v. Toyota Motor Sales, U.S.A., Inc.* (1995) 11 Cal.4th 376.
17. *Sargon Enterprises, Inc. v. University of Southern California* (2012) 55 Cal.4th 747;
18. *Meister v. Mensinger* (2014) 230 Cal.App.4th 381. See also CACI 3903N. Lost Profits (Economic Damage).
19. *San Jose Construction, Inc. v. S.B.C.C., Inc.* (2007) 155 Cal.App.4th 1528.
20. California Civil Code 1709.
21. California Civil Code 3294.
22. California Civil Code 3294(c).
23. *Della Penna v. Toyota Motor Sales, USA, Inc.*, 11 Cal.4th 376, 393 (1995).
24. *Buckaloo v. Johnson*, 14 Cal.3d 815, 824 (1975).
25. *Pacific Gas & Electric Co. v. Bear Stearns & Co.*, 50 Cal.3d 1118 (1990).
26. *Della Penna v. Toyota MotorSales, U.S.A., Inc.* (1995) 11 Cal.4th 376, 393 [45 Cal.Rptr.2d 436, 902 P.2d 740].)
27. (*PMC, Inc. v.Saban Entertainment, Inc.* (1996) 45 Cal.App.4th 579, 603 [52 Cal.Rptr.2d 877], disapproved on other grounds in *Korea Supply Co. v. Lockheed Martin Corp.*(2003) 29 Cal.4th 1134, 1159 fn. 11 [131 Cal.Rptr.2d 29, 63 P.3d 937].)
28. (*Settimo Associates v. Environ Systems, Inc.* (1993) 14Cal.App.4th 842, 845 [17 Cal.Rptr.2d 757], internal citation omitted.)
29. (*PacificGas & Electric Co. v. Bear Stearns & Co.* (1990) 50 Cal.3d 1118, 1126 [270Cal.Rptr. 1, 791 P.2d 587], internal citations omitted.)

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30. (Youst v. Longo (1987) 43 Cal.3d 64, 71, fn. 6 [233Cal.Rptr. 294, 729 P.2d 728].)
31. (Korea Supply Co., supra, 29 Cal.4th at p. 1154, original italics.)
32. (Della Penna, supra, 11 Cal.4th at p.393.)
33. (San Jose Construction, Inc. v.S.B.C.C., Inc. (2007) 155 Cal.App.4th 1528, 1544–1545 [67 Cal.Rptr.3d 54],internal citations omitted.)
34. Limandri v. Judkins (1997) 52 Cal.App.4th326, 340 [60 Cal.Rptr.2d 539].)
35. (ArntzContracting Co. v. St. Paul Fire and Marine Insurance Co. (1996) 47Cal.App.4th 464, 477–478 [54 Cal.Rptr.2d 888], internal citations omitted.)
36. (PMC, Inc., supra, 45 Cal.App.4th at p.603, internal citation omitted.)
37. (Crown Imports, LLC v. Superior Court (2014) 223 Cal.App.4th1395, 1404 [168 Cal.Rptr.3d 228].)
38. (Crown Imports LLC,supra, 223 Cal.App.4th at p. 1405, original italics.)
39. (Arntz Contracting Co., supra, 47 Cal.App.4th at p. 477.)
40. (Roth v. Rhodes (1994) 25 Cal.App.4th 530, 546 [30 Cal.Rptr.2d 706], internal citations omitted.)
41. (Kasparian v. County of Los Angeles (1995) 38 Cal.App.4th 242, 266 [45Cal.Rptr.2d 90], original italics.)
42. (Youst, supra, 43 Cal.3d at p. 71, internal citations omitted.)
43. (Overhill Farms, Inc. v. Lopez (2010) 190 Cal.App.4th 1248, 1267[119 Cal.Rptr.3d 127], original italics.)

### **13. Defamation, Defamation Per Se**

1. Taus v. Loftus (2007) 40 Cal.4th 683, 720.
2. Civ. Code § 44
3. Civ. Code § 46
4. Civ. Code § 46
5. Civ. Code § 46
6. Taus v. Loftus (2007) 40 Cal.4th 683, 720. See also 5 Witkin, Summary of Cal. Law (10th ed. 2005) Torts, sec. 529, p. 782, citing Civ. Code, secs 45-46 and, cases.)
7. CA Civil Code Section 47, subdivision (c)
8. Sanborn v. Chronicle Pub. Co. (1976) 18 Cal.3d 406,413,134 Cal.Rptr. 402,556, P.2d 764



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### **Federal Jurisdiction**

Under Article III of the Constitution, Federal courts can hear “all cases, in law and equity, arising under this Constitution, [and] the laws of the United States...” See US Const, Art II, Sec. 2 The Supreme Court has interpreted the clause broadly to hear any case with a federal ingredient. See *Osborn v. Bank of the United States*, 9 Wheat. (22 U.S.) 738 (1824). Moreover there are two general paths to partake in the Federal Judicial System and have the case heard: Diversity, and Federal Question Jurisdiction. Both are relevant, and applicable, to this case and controversy.

Under 28 USC 1331 a case that “arise[s] under” federal law shall be heard. In *Austin v. AirBnB, Linda Zhang, et. al.* several of plaintiffs' claims for bringing suit are based in federal law.

Alternatively, and also aligned with granting Federal Court jurisdiction, and access, *Austin v. AirBnB, Linda Zhang, et. al.* meets the Diversity standard for access. Under 28 U.S.C. 1332, “the district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interests and costs, and is between 1) citizens of different States; ... (c)(1) for purposes of this section a corporation shall be deemed to be a citizen of every State ... it has been incorporated. Under 28 U.S.C. 1332(c)(1) for purposes of determining diversity jurisdiction, a corporation is deemed to be a citizen of the State where it was incorporated and here AirBnB is a Citizen of Delaware, Linda Zhang appears to be a Citizen of California, ownership of 133 Gable appears also to be a citizen of California, and Plaintiff George J. Austin is a citizen of California, since 1993 with the matter in controversy well over the financial



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threshold of \$75,000. Thus either Federal Question Jurisdiction or alternatively Diversity Jurisdiction could be applicable.

### **Facts.**

Plaintiff, George J. Austin was injured, both at work (lower part of the body), and outside of work (upper part of the body), and sought housing nearby where he needed to conduct business. Via Airbnb's Interface and algorithms he was repeatedly directed toward 133 Gable, and decided to give the location a try. Initially reserving in the location's Room C, the Room B from mid-April to present, Plaintiff George J. Austin has continuously rented from 133's Host, Linda Zhang. Initially renting through the platform of Airbnb and then contracted directly with her outside of Airbnb, in a landlord tenant written, and oral, agreement but used the platform as a payment method to keep receipts, and transaction records. She offered for me to pay cash, but with no receipts, so I refused that pay method, kept the contract, but used the Airbnb Platform to keep documentation (in case expenses, or proof of purchase/consideration, were needed). Throughout the landlord tenant relationship, with the pay method though Airbnb there were a couple charges that didn't match, and I inquired with the corporate Inquiry of Airbnb and they have yet to resolve the issue. The host Linda said she charged a different, lesser rate, but the charges on my account were higher.

We have a written, and oral, contract, articulated both through Airbnb's webportal, and via text message solidifying her offering me to stay/live at this location as long as I desired. Recently, I confirmed that I not only would be staying at least throughout September, but likely several more

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months; Both parties had a meeting of the minds, and I accepted her offer, and gave consideration with two additional payments further confirming the written, and oral contract. She said explicitly she hoped I stayed here for a long time, and I could stay as long as I desired. Linda, to solidify the external contract which superseded the AirBnB platform, gave her personal cell phone number, blocked out all days going forward and said I would be the only person she'd rent that room to unless I chose elsewhere, and further reiterated in writing, word, and deed that I, as her tenant, could stay as I wanted, and she desired that I stay here a long time. I've continuously rented and paid since mid-April to present.

In late July, while leaving the front door of 133 Gable, on the premises, there was a news camera team, and CBS reporter Susie Steimle. Unannounced, and caught completely off-guard while heading to a Doctor's appointment, for my still ongoing injury, and disability, waiting for my Lyft (as my car had been previously stolen from the driveway of 133 Gable), Plaintiff was asked questions about Linda, and roommates who live here, and how much he knows about them. CBS said that apparently Linda was illegally utilizing AirBnB, and they were running a story about the practice. Plaintiff informed them that he didn't know anything about that and did not give my consent to be recorded. Plaintiff informed Linda, and her husband, of the CBS news team and shared a copy of Susie Steimle's card with them. Plaintiff received rental information initially directly from the AirBnB platform and was led to believe by that Corporate Institution that it was legitimate. Plaintiff asked AirBnB explicitly on multiple occasions who owns the home and they refused to answer, (withholding material information). Separately, Alameda Tax Assessor's Office



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sent the ownership records CD for the county, including Fremont, to my business address, in Stockton, at no charge. I haven't had an opportunity to search through the records, and conduct proper due diligence, yet, as my time has been stretched extraordinarily thin as I'm currently injured, disabled, and unable to work, a student, and litigating multiple Federal lawsuits on my own, but will take time to conduct proper research as soon as possible.

After Plaintiff let Linda, and her husband, know of the news team they both thanked me and asked me what I think they should do. Plaintiff informed them that he didn't know the specific background on the situation, and they may want to seek legal counsel who can represent their interests on the matter. From my understanding, they followed up with CBS. I independently followed up as I was concerned about invasion of my privacy (seclusion, publicity, false light, or publication of private info), and explicitly did not give consent to be recorded. Susie connected Plaintiff with Beth Jones, Esq. on CBS's Legal Team and suggested I follow up with her regarding my concerns. She, Beth, reassured me that the footage wouldn't be used, and further, I wouldn't be included in the piece.

However, a very weird turn of events occurred when suddenly Linda attempted to end the ongoing, and solidified contract we had and said I needed to move out immediately. Plaintiff informed her that I could do alternative pay arrangements (given their apparent AirBnB violations), but would need additional time regardless, at least 30 days, if she intended to break the lease/contract we have. There are several other roommates who live here and Plaintiff informed her that whatever pay arrangement she had with them I would be open to as well to honor the contract, and rental agreement (she and Plaintiff had already solidified). Plaintiff reached out and



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she initially was not responsive. Plaintiff followed up via text, email, and on the platform previously used for payment (AirBnB). She proceeded to call the police. Instead of proactive problem solving, she engaged in retaliation, and proceeded to call the police with the intention of immediate eviction. Defendant attempted, under the color of law, to threaten, intimidate, and retaliate illegally and in violation of statute. The officers seemed honorable and took no action, and left their numbers, however, especially during a time of an enormous amount of unarmed Black men, and women, being killed by police, and the larger conversation in this country we are having about race, and rights, the act of calling under false pretenses itself was a threat and form of harassment. Similar to the CAREN Act in neighboring San Francisco, utilizing the color of law, or state actors, to intimate or harass is fundamentally illegal (especially in the realm of housing). I have requested written notice of the request to change the existing contract, or formal eviction proceedings, and have received nothing in writing, yet.

To add a bit more context and additional reasons for fraud, and aiding and abetting, concerns. There's been a strange series of events that have occurred. Since residing at 133 Gable in Fremont, CA via AirBnB, (from approx. April 15th, 2020 - see attached receipts). I've had multiple issues of theft related to this issue which makes this of particular concern (including ID Theft). I've filed police reports, but no recovery, yet. My vehicle, a Black 2019 Dodge Journey, license plate with some private information, and other items of value, on the inside was stolen, out of the driveway between the hours of 3am-8am. The Fremont Officer (Piol), who took the report when I called 911, that morning after discovering theft, said he'd contact me as soon as he recovered, but never

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followed up. I continued to email, and call, but there's been no response. A different Officer said it had been released to the person reporting, but I reported it, so have no idea what in the world is going on. My license, Physical California Senate ID, Law School IDs, passport (expired), and other key items were stolen and reported to various law enforcement agencies including the FBI. Because of these series of incidents, context, and organizational behaviors, identity theft, concerns about theft/conversion of Plaintiff's property is of particular importance.

Throughout the beginning of the professional relationship between all parties Plaintiff has done his best to maintain an open, candid, effective, and beneficial relationship with named parties to suit (Defendants), and those not named. Plaintiff has gone out of his way to ensure, or create an open, and effective line of communication, to proactively resolve issues outside of litigation. However, whether due to hubris, or other Defendant parties self imposed limitations, litigation has become the necessary means to resolve the issues at hand, and protect plaintiff's fair housing rights.

### **1. Conspiracy**

Defendants tortiously conspired against plaintiff to deprive of rights, property, housing, justice, and opportunity. The specific conspiratorial, unconstitutional, and tortious activities are ongoing, in terms of negative impact on Plaintiff. Recognizing that Civil Conspiracy is not a separate cause of action, but a theory of joint liability for defendants, it is important in this instance to frame the following causes of action spelled out below (Housing Discrimination, Negligence, Breach of Contract, Negligence Per Se, Defamation Per Se, Civil Rights Violations, Invasion Of Privacy,



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Whistleblower Retaliation, Intentional Infliction of Emotional Distress, Conversion, Tortious Interference with Prospective and Current Contract, Fraud (Concealment and Misrepresentation), and Aiding and Abetting, etc. under that shared, or joint liability, as the tortious acts plead below are intertwined, and built, on each preceding tortious activity. Plaintiff, (University of California, Berkeley Graduate (09'), Honors Student, Bay Area Housing Commissioner, Alum, NAACP National Representative, and Local Youth and College President, Alum, California Senate, Capital Fellows, Senate Fellows Top 10 out of 800+ Nationally Ranked, Alum (13'), UCLA Law, and Anderson Riordan MBA Fellows, Alum (08', 13'), T-14 Law Student, as well as others), and Attorney of Record, Mr. George Jarvis (J.) Austin, esq. (TBA) has been injured by Defendants through this ongoing conspiracy.

To successfully prove a civil conspiracy it requires “(1) the formation and operation of the conspiracy, (2) wrongful conduct in furtherance of the conspiracy, and (3) damages arising from the wrongful conduct.” (AREI II Cases (2013) 216 Cal.App.4th 1004, 1022 [157 Cal.Rptr.3d368].)

Here Defendants:

1. Formed Conspiracy:

- a. A Civil conspiracy is as any voluntary agreement and some overt act by one conspirator in furtherance of the plan are the main elements necessary to prove a conspiracy. A conspiracy may exist whether legal means are used to accomplish



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illegal results, or illegal means used to accomplish something legal. Because states of mind are difficult to ascertain they may be inferred by behaviors. Here multiple deceptive behaviors, overt acts, and behaviors are continuing in furtherance of a conspiracy to deprive plaintiff of rights, rights, property, liberty, justice, and opportunity via a variety of tortious and unconstitutional activity which shall be spelled out below with each cause of action (Housing Discrimination, Negligence, Breach of Contract, Negligence Per Se, Defamation Per Se, Civil Rights Violations, Invasion Of Privacy, Whistleblower Retaliation, Intentional Infliction of Emotional Distress, Conversion, Tortious Interference with Prospective and Current Contract, Fraud (Concealment and Misrepresentation), and Aiding and Abetting, etc.).

Defendants acted in concert to deprive Plaintiff.

2. Were aware that Defendants were warned, and aware of planned wrongs:
  - a. Each Defendant, once Plaintiff was aware of wrongful act, was warned directly by Plaintiff of wrongful, unconstitutional, and tortious acts. Further, the Defendants themselves had duty, often expressly stated by their own organization, and professions, to behave in the opposite manner even to the point of showing, malice, discriminatory motives, and behaviors, as well as retaliation. Plaintiff attempted to provide alternatives to Defendants before wrong occurred, and while wrong was occurring, but to unwilling minds.
3. Agreed with and demonstrated intent via behaviors of wrongs committed:

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- a. Defendants were not only in agreement with the wrongful behaviors, but often attempted to justify, to continue the pattern of wrongful behaviors, and ongoing conspiracy. Even worse, after being made aware, and shown alternatives, by Plaintiff, Defendants' intensified wrongful behavior, by deceptive, unlawful, and unconstitutional measures, even under color of law, and state action.

A conspiracy may be inferred from circumstances, including the nature of the acts done, the relationships between the parties, and the interests of the alleged co-conspirators. [Name of plaintiff] is not required to prove that [name of defendant] personally committed a wrongful act or that[he/she] knew all the details of the agreement or the identities of all the other participants. "Conspiracy is not a cause of action, but a legal doctrine that imposes liability on persons who, although not actually committing a tort themselves, share with the immediate tortfeasors a common plan or design in its perpetration. By Participation in a civil conspiracy, a co conspirator effectively adopts as his or her own the torts of other co conspirators within the ambit of the conspiracy. In This way, a co conspirator incurs tort liability co-equal with the immediate tortfeasors." (Applied Equipment Corp. v. Litton Saudi Arabia Ltd. (1994) 7Cal.4th 503, 510–511 [28 Cal.Rptr.2d 475, 869 P.2d 454], internal citations omitted.) "While criminal conspiracies involve distinct substantive wrongs, civil conspiracies do not involve separate torts. The doctrine provides a remedial measure for affixing liability to all persons who have 'agreed to a common design to commit a wrong.' " (Choate v. County of Orange (2000) 86Cal.App.4th 312, 333 [103 Cal.Rptr.2d 339], internal citation omitted.)

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“As long as two or more persons agree to perform a wrongful act, the law places civil liability for the resulting damages on all of them, regardless of whether they actually commit the tort themselves. ‘The effect of charging . . . conspiratorial conduct is to implicate all . . . who agree to the plan to commit the wrong as well as those who actually carry it out.’ ” (Wyatt v. UnionMortgage Co. (1979) 24 Cal.3d 773, 784 [157 Cal.Rptr. 392, 598 P.2d 45], internal citations omitted.) “ [T]he major significance of the conspiracy lies in the fact that it renders each participant in the wrongful act responsible as a joint tortfeasor for all damages ensuing from the wrong, irrespective of whether or not he was a direct actor and regardless of the degree of his activity.’ ” (Applied Equipment Corp., supra, 7 Cal.4th at p. 511, internal citations omitted.) “A complaint for civil conspiracy states a cause of action only when it alleges the commission of a civil wrong that causes damage. Though conspiracy may render additional parties liable for the wrong, the conspiracy itself is not actionable without a wrong.” (Okun v. Superior Court (1981) 29 Cal.3d 442, 454 [175 Cal.Rptr. 157, 629 P.2d 1369].)

“It is sufficient that a conspiracy is based on an agreement to engage in unlawful conduct regardless of whether the conspiracy violates a duty imposed by tort law or a statute.” (Rickle v. Goodfriend (2013) 212 Cal.App.4th 1136, 1158 [151 Cal.Rptr.3d 683].) Conspiracy can also include negligent, or tacit, wrongs, or torts as well. Whereas the court held “[Defendant] finally argues, relying on federal or out-of-state authorities, that because [plaintiff] only alleged [driver] was negligent and the evidence does not permit a finding that either she or [driver] intended to



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harm anyone, there is no basis for liability; that there cannot be a civil conspiracy to commit a negligent act. We acknowledge there is a split within out-of-state authorities, most of which hold that parties cannot conspire to commit a negligent or unintentional act and such a conspiracy is a legal impossibility. [¶] But the law in California remains that a civil conspiracy requires an express or tacit agreement only to commit a civil wrong or tort, which then renders all participants ‘responsible. . . for all damages ensuing from the wrong . . . .’ ” (Navarrete v. Meyer (2015) 237 Cal.App.4th 1276, 1293 [188 Cal.Rptr.3d 623], footnote omitted.)

“Conspiracies are typically proved by circumstantial evidence. ‘[S]ince such participation, cooperation or unity of action is difficult to prove by direct evidence, it can be inferred from the nature of the act done, the relation of the parties, the interests of the alleged conspirators, and other circumstances.’ ”(Rickley, supra, 212 Cal.App.4th at p. 1166, internal citation omitted.)

“Conspiracy is not an independent tort; it cannot create a duty or abrogate an immunity. It allows tort recovery only against a party who already owes the duty and is not immune from liability based on applicable substantive tort law principles.” (Applied Equipment Corp., supra, 7 Cal.4th at p. 514, internal citations omitted.) “We agree . . . that the general rule is that a party who is not personally bound by the duty violated may not be held liable for civil conspiracy even though it may have participated in the agreement underlying the injury. However, an exception to this rule exists when the participant acts in furtherance of its own financial gain.” (Mosier v. Southern California Physicians Insurance Exchange(1998) 63 Cal.App.4th 1022, 1048 [74 Cal.Rptr.2d 550], internal citations omitted.)

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“ ‘The basis of a civil conspiracy is the formation of a group of two or more persons who have agreed to a common plan or design to commit a tortious act.’ The conspiring defendants must also have actual knowledge that a tort is planned and concur in the tortious scheme with knowledge of its unlawful purpose.” (Kidron v. Movie Acquisition Corp. (1995) 40 Cal.App.4th 1571, [47 Cal.Rptr.2d 752], internal citations omitted.) “Liability as a co-conspirator depends upon projected joint action. ‘The mere knowledge, acquiescence, or approval of the act, without cooperation or agreement to cooperate is not enough . . . .’ But once the plan for joint action is shown, ‘a defendant may be held liable who in fact committed no overt act and gained no benefit therefrom.’” (Wetherton v. Growers Farm Labor Assn.(1969) 275 Cal.App.2d 168, 176 [79 Cal.Rptr. 543]. “Furthermore, the requisite concurrence and knowledge ‘may be inferred from the nature of the acts done, the relation of the parties, the interests of the alleged conspirators, and other circumstances.’ Tacit consent as well as express approval will suffice to hold a person liable as a co conspirator.” (Wyatt, supra,24 Cal.3d at p. 785, internal citations omitted.)

## **2. Federal and State Civil Rights Violations**

Defendants violated Plaintiff’s Civil Rights under Federal and State Statutes. Under the 13th Amendment, 14th Amendment, 42 U.S.C. sec. 1983, and the Unruh Civil Rights Act (Civ.Code, §§ 51, 52) Defendants violated Plaintiff’s Civil Rights. Defendants denied Plaintiff full and equal accommodations, advantages, facilities, privileges, and services because of either, or all of, his race, color, ancestry, disability, medical condition, genetic information. Plaintiff, (University of

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California, Berkeley Graduate (09'), Honors Student, Bay Area Housing Commissioner, Alum, NAACP National Representative, and Local Youth and College President, Alum, California Senate, Capital Fellows, Senate Fellows Top 10 out of 800+ Nationally Ranked, Alum (13'), UCLA Law, and Anderson Riordan MBA Fellows, Alum (08', 13'), T-14 Law Student, as well as others), and Attorney of Record, Mr. George Jarvis (J.) Austin's, esq. (TBA) Civil Rights were violated by Defendants.

#### 42 U.S.C. § 1983 a Retaliation

Under 42 U.S.C. § 1983 a Retaliation in Violation of Federal Civil Rights, or "claims [of] retaliation for exercising a constitutional right, the majority of federal courts require the plaintiff to prove that (1) he or she was engaged in constitutionally protected activity, (2) the defendant's retaliatory action caused the plaintiff to suffer an injury that would likely deter a person of ordinary firmness from engaging in that protected activity, and (3) the retaliatory action was motivated, at least in part, by the plaintiff's protected activity." (Tichinin, supra, 177 Cal.App.4th at pp. 1062–1063.)

Here:

1. Plaintiff was engaged in constitutionally protected activity.
  - a. Plaintiff exercised a constitutional right. Plaintiff was exercising his constitutionally protected right of speech, advocacy, right to contract, participate in a program requiring



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federal financial assistance, and his right to fair housing. Plaintiff made an inquiry/report/complaint to AirBnB when there were discrepancies, then with Landlord Linda, herself, and then asked questions once Plaintiff was made aware of wrongs, and had Police called on him without justification and in violation of anti-retaliation, following the CBS investigative news crew occurred. Under 18 U.S. Code § 245. Plaintiff Engaged in multiple Federally protected activities and was attempted to injure, intimidate, and interfere with his rights and property to his deprivation (i.e. participating in or enjoying the benefits of any program or activity receiving Federal financial assistance; (B)participating in or enjoying any benefit, service, privilege, program, fair housing, facility or activity provided or administered by any State or subdivision thereof;enjoying the goods, services, facilities, privileges, advantages, or accommodations of any ... other establishment which serves the public).

2. Defendants engaged in retaliatory conduct;

- a. Defendants engaged in retaliatory conduct to prevent access, availability and deprive of rights, housing, property and opportunity. A very weird turn of events occurred when suddenly Linda, landlord, attempted to end the ongoing, and solidified rental/tenant/landlord contract we had and said I needed to move out immediately. Plaintiff informed her that I could do alternative pay arrangements (given their apparent AirBnB violations), but would need additional time regardless, at least 30 days, if she intended to break the lease/contract we have. There are several other roommates who live here and

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Plaintiff informed her that whatever pay arrangement she had with them I would be open to as well to honor the contract she, and Plaintiff, had already solidified. Plaintiff reached out and she initially was not responsive. Plaintiff followed up via text, email, on the platform previously used for payment (AirBnB). Instead of proactive problem solving, she engaged in retaliation, and proceeded to call the police with the intention of immediate eviction.

Defendant attempted, under the color of law, to threaten, intimidate, and retaliate illegally and in violation of statute. The officers seemed honorable and took no action, and left their numbers, however, especially during a time of an enormous amount of unarmed Black men, and women, being killed by police, and the larger conversation in this country we are having about race, and rights, the act of calling under false pretenses itself was a threat and form of harassment. Similar to the CAREN Act in neighboring San Francisco, utilizing the color of law, or state actors, to intimate or harass is fundamentally illegal (especially in the realm of housing). I have requested written notice of the request to change the existing contract, or formal eviction proceedings, and have received nothing in writing, yet.

3. Defendant's acts were motivated, at least in part, by Plaintiff's protected activity;

- a. All Organizational Defendants made reference to, and completely changed behavioral patterns after, protected activity as justification for retaliatory behaviors. Defendants' behavior patterns fundamentally shifted after Plaintiff's protected activity. It is clear given the proximity in time, and fundamental shift after those events, and protected activities that the retaliatory behaviors were motivated by those activities (and protected characteristics).

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4. Defendant's acts would likely have deterred a person of ordinary firmness from engaging in that protected activity; and

- a. Defendant's acts created enormous unnecessary obstacles, intertwining, and utilizing state actors, and threats of punishments, under the color of law to deter and deprive Plaintiff.

5. Plaintiff was harmed as a result of Defendant's conduct.

- a. Plaintiff suffered financial, physical, harm, pain and suffering, emotional toll, and distress due to Defendant's actions.

[A]ctions that are otherwise proper and lawful may nevertheless be actionable if they are taken in retaliation against a person for exercising his or her constitutional rights.” (Tichinin, supra, 177 Cal.App.4th at p. 1084.) “[A]n individual has a right ‘to be free from police action [or threat of police action] motivated by retaliatory animus but for which there was probable cause.’ ” (Ford v. City of Yakima (9th Cir. 2013) 706 F.3d 1188, 1193.) “Probable cause is not irrelevant to an individual’s claim that he was booked and jailed in retaliation for his speech. Probable cause for the initial arrest can be evidence of a police officer’s lack of retaliatory animus for subsequently booking and jailing an individual. However, that determination should be left to the trier of fact once a plaintiff has produced evidence that the officer’s conduct was motivated by retaliatory animus.” (Ford, supra, 706 F.3d at p. 1194 fn.2, internal citation omitted.)



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“[T]he evidence of [plaintiff]’s alleged injuries, if believed, is sufficient to support a finding that the retaliatory action against him would deter a person of ordinary firmness from exercising his or her First Amendment rights. [¶][Defendant] argues that plaintiff did not suffer any injury—i.e., [defendant]’s sanction did not chill [plaintiff]’s exercise of his rights—because he continued to litigate against [defendant]. However, that [plaintiff] persevered despite [defendant]’s action is not determinative. To reiterate, in the context of a claim of retaliation, the question is not whether the plaintiff was actually deterred but whether the defendant’s actions would have deterred a person of ordinary firmness.” (Tichinin, supra, 177 Cal.App.4th at p. 1082.) “Intent to inhibit speech, which ‘is an element of the [retaliation] claim,’ can be demonstrated either through direct or circumstantial evidence.” (Mendocino Envtl. Ctr. v. Mendocino County (9th Cir. 1999) 192 F.3d 1283, 1300–1301, internal citation omitted.)

“To show that retaliation was a substantial or motivating factor behind an adverse ... action, a plaintiff can (1) introduce evidence that the speech and adverse action were proximate in time, such that a jury could infer that the action took place in retaliation for the speech; (2) introduce evidence that the [organization] expressed opposition to the speech; or (3) introduce evidence that the proffered explanations for the adverse action were false and pretextual.” (Anthoine v. N. Cent. Counties Consortium (9th Cir. 2010) 605 F.3d 740, 750.) “To satisfy the [causation] requirement, the evidence must be sufficient to establish that the officers’ [or Defendant’s] desire to chill [plaintiff]’s speech was a but-for cause of their conduct. In other words, would [plaintiff] have been booked and jailed, rather than cited and arrested, but for the officers’ desire to punish [him] for his

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speech?” (Ford, *supra*, 706 F.3d at p. 1194.) “While the scope, severity and consequences of [their] actions are belittled by defendants, we have cautioned that ‘a government act of retaliation need not be severe . . . [nor] be of a certain kind’ to qualify as an adverse action.” (Marezv. Bassett (9th Cir. 2010) 595 F.3d 1068, 1075.)

Further, “We employ a ‘sequential five-step series of questions’ to determine whether an employer ( or organization) impermissibly retaliated against an employee (Patient) for protected speech: (1) whether the plaintiff spoke on a matter of public concern; (2) whether the plaintiff spoke as a private citizen or public employee; (3) whether the plaintiff’s protected speech was a substantial or motivating factor in the adverse employment action; (4) whether the state had an adequate justification for treating the employee differently from other members of the general public; and (5) whether the state would have taken the adverse employment action even absent the protected speech.” (Anthoine, *supra*, 605 F.3d at p. 748.)

“As we have said many times, § 1983 ‘is not itself a source of substantive rights,’ but merely provides ‘a method for vindicating federal rights elsewhere conferred.’ ” (Graham v. Connor (1989) 490 U.S. 386, 393–394 [109 S.Ct.1865, 104 L.Ed.2d 443], internal citation omitted.) “42 U.S.C. § 1983 creates a cause of action against a person who, acting under color of state law, deprives another of rights guaranteed under the Constitution. Section 1983 does not create any substantive rights; rather it is the vehicle whereby plaintiffs can challenge actions by government officials.” (Jones v. Williams (9th Cir. 2002) 297 F.3d 930, 934.)1620004



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“By the plain terms of § 1983, two—and only two—allegations are required in order to state a cause of action under that statute. First, the plaintiff must allege that some person has deprived him of a federal right. Second, he must allege that the person who has deprived him of that right acted under color of state or territorial law.” (*Catsouras v. Department of California Highway Patrol* (2010) 181 Cal.App.4th 856, 890 [104 Cal.Rptr.3d 352].) “Section 1983 can also be used to enforce federal statutes. For a statutory provision to be privately enforceable, however, it must create an individual right.” (*Henry A. v. Willden* (9th Cir. 2012) 678 F.3d 991, 1005, internal citation omitted.) “Section 1983 claims may be brought in either state or federal court.” (*Pitts v. County of Kern* (1998) 17 Cal.4th 340, 348 [70 Cal.Rptr.2d 823, 949 P.2d920].) “The jury was properly instructed on [plaintiff]’s burden of proof and the particular elements of the section 1983 claim. (CACI No. 3000.)” (*King v. State Of California* (2015) 242 Cal.App.4th 265, 280 [195 Cal.Rptr.3d 286].) “ ‘State courts look to federal law to determine what conduct will support an action under section 1983. The first inquiry in any section 1983 suit is to identify the precise constitutional violation with which the defendant is charged.’ ” (*Weaver v. State of California* (1998) 63 Cal.App.4th 188, 203 [73Cal.Rptr.2d 571], internal citations omitted.)

“Constitutional torts employ the same measure of damages as common law torts and are not augmented ‘based on the abstract “value” or “importance” of constitutional rights . . . .’ Plaintiffs have the burden of proving compensatory damages in section 1983 cases, and the amount of damages depends ‘largely upon the credibility of the plaintiffs’ testimony concerning their injuries.’



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”(Choate v. County of Orange (2000) 86 Cal.App.4th 312, 321 [103 Cal.Rptr.2d339], internal citations omitted.) “[E]ntitlement to compensatory damages in a civil rights action is not a matter of discretion: ‘Compensatory damages . . . are mandatory; once liability is found, the jury is required to award compensatory damages in an amount appropriate to compensate the plaintiff for his loss.’” (Hazle v. Crofoot (9th Cir.2013) 727 F.3d 983, 992.)

“An individual acts under color of state law when he or she exercises power possessed by virtue of state law and made possible only because the wrongdoer is clothed with the authority of state law.’” (Naffe v. Frey (9th Cir. 2015) 789F.3d 1030, 1036.) “Private parties act under color of state law if they willfully participate in joint-action with state officials to deprive others of constitutional rights. Private parties involved in such a conspiracy may be liable under section 1983.”(United Steelworkers of America v. Phelps Dodge Corp. (9th Cir. 1989) 865F.2d 1539, 1540, internal citations omitted.)

### Unruh Civil Rights

To establish Unruh Civil Civil Rights claim, Plaintiff shall prove all of the following:

1. Defendants denied, aided or incited a denial of, and discriminated or made a distinction that denied full and equal accommodations, advantages, facilities, housing, privileges, and services to Plaintiff

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- a. Organizational defendants engaged in retaliatory conduct to prevent access, availability and deprive of rights, property and opportunity. Defendant's conspirator-ily denied, aided or incited a denial of, discriminated and made a distinction that denied full and equal accommodations, housing, advantages, facilities, privileges and services to Plaintiff's detriment. A very weird turn of events occurred when suddenly Linda, landlord, attempted to end the ongoing, and solidified rental/tenant/landlord contract we had and said I needed to move out immediately. Plaintiff informed her that I could do alternative pay arrangements (given their apparent AirBnB violations), but would need additional time regardless, at least 30 days, if she intended to break the lease/contract we have. There are several other roommates who live here and Plaintiff informed her that whatever pay arrangement she had with them I would be open to as well to honor the contract she, and Plaintiff, had already solidified. Plaintiff reached out and she initially was not responsive. Plaintiff followed up via text, email, on the platform previously used for payment (AirBnB). Instead of proactive problem solving, she engaged in retaliation, and proceeded to call the police with the intention of immediate eviction. Defendant attempted, under the color of law, to threaten, intimidate, and retaliate illegally and in violation of statute. The officers seemed honorable and took no action, and left their numbers, however, especially during a time of an enormous amount of unarmed Black men, and women, being killed by police, and the larger conversation in this country we are having about race, and rights, the act of calling under false pretenses itself was a threat and form of harassment. Similar to the CAREN Act in neighboring San Francisco, utilizing the color of law, or state actors, to

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intimate or harsass is fundamentally illegal (especially in the realm of housing). I have requested written notice of the request to change the existing contract, or formal eviction proceedings, and have received nothing in writing, yet.

2. A substantial motivating reason for Defendant's conduct was their perception of Plaintiff's race, color, ancestry, medical condition, genetic information, disability, and protected activity

- a. Defendant's acts were motivated, at least in part, by Plaintiff's protected activity, as well as protected characteristics including race, color, ancestry, medical condition, or genetic information. All Organizational Defendants explicitly made reference to protected activity, and protected characteristics (even when done in a defamatory manner - i.e. calling the police on someone without cause making reference to feeling unsafe when there's been no issue) as justification for retaliatory behaviors. Defendants' behavior patterns fundamentally shifted after Plaintiff's protected activity. It is clear given the proximity in time, and fundamental shift after those events, and protected activities that the retaliatory behaviors were motivated by those activities (and protected characteristics).

3. Plaintiff was harmed

- a. Plaintiff suffered financial, physical, harm, pain and suffering, emotional toll, and distress due to Defendant's actions.

4. Defendant's conduct was a substantial factor in causing Plaintiff's harm.



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- a. Defendant's acts created enormous obstacles, intertwining, and utilizing state actors, and threats of punishments, under the color of law to deter and deprive Plaintiff, and was direct, and substantial cause in Plaintiff's.

Note that element 2 uses the term "substantial motivating reason" to express both intent and causation between the protected classification and the defendant's conduct. "Substantial motivating reason" has been held to be the appropriate standard under the Fair Employment and Housing Act to address the possibility of both discriminatory and nondiscriminatory motives. (See *Harris v. City of Santa Monica* (2013) 56 Cal.4th 203, 232 [152 Cal.Rptr.3d 392, 294 P.3d 49]; CACI No.2507, "Substantial Motivating Reason" Explained.)

Whether the FEHA standard applies under the Unruh Act has not been addressed by the courts. With the exception of claims that are also violations of the Americans With Disabilities Act (ADA) (see *Munson v. Del Taco, Inc.* (2009) 46 Cal.4th 661, 665[94 Cal.Rptr.3d 685, 208 P.3d 623]), intentional discrimination is required for violations of the Unruh Act. (See *Harris v. Capital Growth Investors XIV* (1991) 52 Cal.3d 1142, 1149 [278 Cal.Rptr. 614, 805 P.2d 873].) The intent requirement is encompassed within the motivating-reason element. For claims that are also violations of the ADA, do not give element

2. Note that there are two causation elements. There must be a causal link between the discriminatory intent and the adverse action (see element 2), and there must be a causal link

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between the adverse action and the harm (see element 4). For an instruction on damages under the Unruh Act, see CACI No. 3067, Unruh Civil Rights Act—Damages. Note that the jury may award a successful plaintiff up to three times actual damages but not less than \$4,000 regardless of any actual damages. (Civ. Code, § 52(a).) In this regard, harm is presumed, and elements 3 and 4 may be considered as established if no actual damages are sought. (See *Koirev. Metro Car Wash* (1985) 40 Cal.3d 24, 33 [219 Cal.Rptr. 133, 707 P.2d 195] [Unruh Act violations are per se injurious]; Civ. Code, § 52(a) [provides for minimum statutory damages for every violation regardless of the plaintiff's actual damages]; see also Civ. Code, § 52(h) [“actual damages” means special and general damages].)

The judge may decide the issue of whether the defendant is a business establishment as a matter of law. (*Rotary Club of Duarte v. Bd. of Directors* (1986) 178 Cal.App.3d 1035, 1050 [224 Cal.Rptr. 213].)

The Act is not limited to the categories expressly mentioned in the statute. Other forms of arbitrary discrimination by business establishments are prohibited. (In *re Cox* (1970) 3 Cal.3d 205, 216 [90 Cal.Rptr. 24, 474 P.2d 992].) Therefore, this instruction allows the user to “insert other actionable characteristics” throughout. First, the claim must be based on a personal characteristic similar to those listed in the statute. Second, the court must consider whether the alleged discrimination was justified by a legitimate business reason. Third, the consequences of allowing the claim to proceed must be taken into account. (*Semler v. General Electric Capital Corp.* (2011) 196

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Cal.App.4th 1380, 1392–1393 [127 Cal.Rptr.3d 794]; see Harris, *supra*, 52 Cal.3d at pp. 1159–1162.)

“The Unruh Act was enacted to ‘create and preserve a non-discriminatory environment in California business establishments by “banishing” or “eradicating” arbitrary, invidious discrimination by such establishments.’ ” (Flowers v. Prasad (2015) 238 Cal.App.4th 930, 937 [190 Cal.Rptr.3d 33].) “Invidious discrimination is the treatment of individuals in a manner that is malicious, hostile, or damaging.” (Javorsky v. Western Athletic Clubs, Inc. (2015) 242 Cal.App.4th 1386, 1404 [195 Cal.Rptr.3d 706].)

“ ‘The Legislature used the words “all” and “of every kind whatsoever” in referring to business establishments covered by the Unruh Act, and the inclusion of these words without any exception and without specification of particular kinds of enterprises, leaves no doubt that the term “business establishments” was used in the broadest sense reasonably possible. The word “business” embraces everything about which one can be employed, and it is often synonymous with “calling, occupation, or trade, engaged in for the purpose of making a livelihood or gain.” The word “establishment,” as broadly defined, includes not only a fixed location, such as the “place where one is permanently fixed for residence or business,” but also a permanent “commercial force or organization” or “a permanent settled position, (as in life or business).” ’ ” (O’Connor v. Village Green Owners Assn. (1983) 33 Cal.3d 790, 795 [191 Cal.Rptr. 320, 662 P.2d 427], internal



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citations omitted.) Whether a defendant is a “business establishment” is decided as an issue of law.(Rotary Club of Duarte, supra, 178 Cal.App.3d at p. 1050.)

“In addition to the particular forms of discrimination specifically outlawed by the Act (sex, race, color, etc.), courts have held the Act ‘prohibit[s]discrimination based on several classifications which are not specifically enumerated in the statute.’ These judicially recognized classifications include unconventional dress or physical appearance, families with children, homosexuality, and persons under 18.” (Hessians Motorcycle Club v. J.C.Flanagans (2001) 86 Cal.App.4th 833, 836 [103 Cal.Rptr.2d 552], internal citations omitted.) “[T]here is no dispute that California courts have applied the Act to discrimination based on age. Furthermore, the Act targets *not just the practice of outright exclusion, but pricing differentials as well.*” (Javorsky, supra, 242Cal.App.4th at p. 1394, internal citations omitted.)

“[T]he language and history of the Unruh Act indicate that the legislative object was to prohibit intentional discrimination in access to public accommodations. We have been directed to no authority, nor have we located any, that would justify extension of a disparate impact test, which has been developed and applied by the federal courts primarily in employment discrimination cases, to a general discrimination-in public-accommodations statute like the Unruh Act. Although evidence of adverse impact on a particular group of persons may have probative value in public accommodations cases and should therefore be admitted in appropriate cases subject to the general

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rules of evidence, a plaintiff must nonetheless plead and prove a case of intentional discrimination to recover under the Act.” (Harris, supra, 52 Cal.3d at p. 1149.)

“On examining the language, statutory context, and history of section 51, subdivision (f), we conclude . . . [t]he Legislature’s intent in adding subdivision (f) was to provide disabled Californians injured by violations of the ADA with the remedies provided by section 52. A plaintiff who establishes a violation of the ADA, therefore, need not prove intentional discrimination in order to obtain damages under section 52.” (Munson, supra, 46 Cal.4th at p.665.)

“Civil Code section 51, subdivision (f) states: ‘A violation of the right of any individual under the federal [ADA] shall also constitute a violation of this section.’ The ADA provides in pertinent part: ‘No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who . . . operates a place of public accommodation.’

The ADA defines discrimination as ‘a *failure to make reasonable modifications* in policies, practices, or procedures, when such modifications are necessary to afford such goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities, unless the entity can demonstrate that making such modifications would fundamentally alter the nature of such goods, services, facilities, privileges, advantages, or accommodations.’ ” (Baughman v. Walt Disney World Co. (2013) 217 Cal.App.4th 1438, 1446 [159 Cal.Rptr.3d 825], internal citations omitted.)



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“[T]he Act’s objective of prohibiting ‘unreasonable, arbitrary or invidious discrimination’ is fulfilled by examining whether a price differential reflects an ‘arbitrary, class-based generalization.’ . . . [A] policy treating age groups differently in this respect may be upheld, at least if the pricing policy (1) ostensibly provides a social benefit to the recipient group; (2) the recipient group is disadvantaged economically when compared to other groups paying full price; and (3) there is no invidious discrimination.” (Javorsky, supra, 242Cal.App.4th at p. 1399.) “It is thus manifested by section 51 that all persons are entitled to the full and equal privilege of associating with others in any business establishment. And section 52, liberally interpreted, makes clear that discrimination by such a business establishment against one’s right of association on account of the associates’ color [or other protected characteristic], is violative of the Act. It follows . . . that discrimination by a business establishment against persons on account of their association with others of the [B]lack race is actionable under the Act.” (Winchell v. English(1976) 62 Cal.App.3d 125, 129 [133 Cal.Rptr. 20].)

“Because it is undisputed that the respondent ‘regarded or treated’ her as a person with a disability. The protection of the Unruh Civil Rights Act extends both to people who are currently living with a physical disability that limits a life activity and to those who are regarded by others as living with such a disability. . . . ‘Both the policy and language of the statute offer protection to a person who is not actually disabled, but is wrongly perceived to be. The statute’s plain language leads to the conclusion that the “regarded as” definition casts a broader net and protects any individual “regarded” or “treated” by an employer “as having, or having had, any physical condition that



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makes achievement of a major life activity difficult” or may do so in the future....’ [and] ... is protected by theUnruh Civil Rights Act.” (Maureen K. v. Tuschka (2013) 215 Cal.App.4th 519,529–530 [155 Cal.Rptr.3d 620], original italics, internal citations omitted.)

### 3.Housing Discrimination

Defendants practiced housing discrimination against Plaintiff. Plaintiff, (University of California, Berkeley Graduate (09’), Honors Student, Bay Area Housing Commissioner, Alum, NAACP National Representative, and Local Youth and College President, Alum, California Senate, Capital Fellows, Senate Fellows Top 10 out of 800+ Nationally Ranked, Alum (13’), UCLA Law, and Anderson Riordan MBA Fellows, Alum (08’, 13’), T-14 Law Student, as well as others), and Attorney of Record, Mr. George Jarvis (J.) Austin’s, esq. (TBA) was discriminated against in housing to his detriment by Defendants.

To establish a prima facie case, for Housing Discrimination in Eviction, Termination, or Refusal to Renew a plaintiff must show 1) The complainant (plaintiff) is a member of a protected class 2) The complainant was the respondents (defendants) tenant 3) The defendant acted to terminate the plaintiff’s tenancy, for example by initiating an eviction, sending a notice to terminate, or refusing to renew the tenant’s lease 4a) The Defendant did not take similar action against a tenant of a different protected class, or 4b) The dwelling remained unavailable thereafter. See *Troy v.*

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No. 02-89-0459-1, 1991 HUD ALJ LEXIS 97

Here:

- 1) Plaintiff is a member of multiple protected classes, and was engaged in protected activity (whistleblowing) to protect his fair housing rights
- 2) Plaintiff was the Defendant's tenant (and had explicit agreement to exclusively rent room as long as desired by Plaintiff, using AirBnB to document and keep record of transactions).
- 3) Defendant's acted to terminate Plaintiff's tenancy, by trying to initiate immediate eviction, without sending notice, and refusing to renew,
- 4) The Defendant did not take similar action against other tenants in same house who either were not in protected class, or not engaged in protected activity (i.e. whistleblowing), and retaliate with illegal behaviors
- 5) The dwelling is still rentable to me, under the same or similar contracts as other tenants but the landlord illegally tried to intimidate, retaliate, refuse, and evict (without justification, and under false pretenses).

The Fair Housing Act, Title VIII of the Civil Rights Act of 1968,<sup>1</sup> prohibits racial and other discrimination in the sale or rental of housing. The Act provides that it shall be unlawful: To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion,

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sex, or national origin (or other protected characteristic, or activity). The Act prohibits discrimination on the basis of color, religion, sex, and national origin as well as race. Because the great majority of cases concern racial discrimination, the discussion here will be in terms of race. In most cases the analysis applies equally to the other impermissible criteria. '42 U.S.C. § 3604(a). '42 U.S.C. § 3601. The Fair Housing Act protects people from discrimination when they are renting or buying a home, getting a mortgage, seeking housing assistance, or engaging in other housing-related activities. Additional protections apply to federally-assisted housing. Who Is Protected?

The Fair Housing Act prohibits discrimination in housing because of: Race, Color, National Origin, Religion, Sex, Familial Status, Disability. Under the Fair Housing Act It is illegal discrimination to take any of the following actions because of race, color, religion, sex, disability, familial status, or national origin (or other protected status/activity):

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Otherwise make housing unavailable
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide a person different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental
- Make, print or publish any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination
- Impose different sales prices or rental charges for the sale or rental of a dwelling
- Use different qualification criteria or applications, or sale or rental standards or procedures, such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements
- Evict a tenant or a tenant's guest
- Harass a person



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- Fail or delay performance of maintenance or repairs
- Limit privileges, services or facilities of a dwelling
- Discourage the purchase or rental of a dwelling
- Assign a person to a particular building or neighborhood or section of a building or neighborhood
- For profit, persuade, or try to persuade, homeowners to sell their homes by suggesting that people of a particular protected characteristic are about to move into the neighborhood (blockbusting)
- Refuse to provide or discriminate in the terms or conditions of homeowners insurance because of the race, color, religion, sex, disability, familial status, or national origin of the owner and/or occupants of a dwelling

The law takes into account that the landlord may have to bear some cost to provide an accommodation. When a tenant requests an accommodation the landlord is required to engage in an interactive process with the tenant to determine the existence of the disability and the reasonableness of the request.

**HUD provides concrete examples of Housing Discrimination in Violation of Statute.**

#### **Discrimination Isn't Always Obvious – Example #1:**

John, who is a Black man, speaks to a prospective landlord on the phone about leasing an apartment. On the phone, the landlord seems eager to rent to John, but when John meets with the landlord in person to fill out an application, the landlord's attitude is entirely different. A few days later, John receives a letter saying that his application was denied because of a negative reference from his current landlord. John is surprised because he never had problems with his landlord, and his landlord swears she was never contacted for a reference. John suspects that the real reason he

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was denied the apartment was because he is Black, so John files a complaint with HUD. HUD investigates and it turns out John is right – the landlord’s files show a pattern of discrimination because of race and color.

### **Discrimination Isn’t Always Obvious – Example #2:**

Jane is a Muslim woman who wears a hijab. Jane walks into the leasing office for a large apartment building because she saw a sign in the building’s window advertising several available units. Jane introduces herself to the leasing officer, who immediately says there are no units available. Jane asks to be put on the waiting list, but she never receives a call. Jane files a complaint with HUD because she suspects that the leasing officer does not want to rent to her because she is Muslim. HUD investigates and it turns out Jane is right – other employees of the building give HUD information that substantiates Jane’s claim of religious discrimination.

### **Steering Is A Form Of Discrimination:**

John, who is an Asian man, meets with a real estate broker to discuss purchasing a house for his family. When John names the neighborhood that he is interested in, the broker asks John if he is sure that his family will feel comfortable there. The broker tells John that she has a wonderful listing in another neighborhood where there are more “people like them.” When the broker takes John to see the house, John notices that the residents of the neighborhood appear to be mostly

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Asian. John files a complaint with HUD because steering someone to a certain neighborhood because of his race is a form of race discrimination.

### **Harassment Is A Form Of Discrimination:**

Jane has a Housing Choice Voucher (Section 8), but one month she falls behind on her portion of the rent. When Jane asks her landlord if he will give her a few more days, her landlord says yes but only if she will go out with him. Feeling she has no choice, Jane says yes. Over the next few days, Jane's landlord sends her sexually explicit text messages even though Jane tells him to stop. Jane's landlord tells her that if she does not go out with him again he is going to evict her and she will lose her voucher. Jane files a complaint with HUD because sexual harassment is a form of sex discrimination.

### **Many Housing Units Have Accessibility Requirements:**

John, a person with a disability who uses a wheelchair, views a condominium he is hoping to purchase in a new multistory building. When John arrives, he finds there are no accessible parking spaces in the building's parking lot. When John tries to enter the unit, his wheelchair can barely fit through the door and he bangs his arms on the way in. Inside the unit, the thermostat and light switches are all too high for him to reach. The building has a fitness room, but he cannot look at it because the only way to get to the fitness room is to go up steps. John files a complaint with HUD because failing to comply with accessibility requirements is a form of disability discrimination.



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**Reasonable Accommodations Are Required for Persons With Disabilities:**

Jane has a developmental disability that affects her capacity to manage her own finances. Jane tells her building manager that her mother will be paying her rent for this reason and asks if all notices relating to her rent can be sent to her mother. The building manager tells Jane that the management company has a policy of only sending notices to residents, no exceptions. Several months later, Jane receives an eviction notice because her mother had not known that Jane's rent had been increased. Jane files a complaint with HUD because denying a reasonable accommodation is a form of disability discrimination

Under the anti-retaliation law, a landlord cannot report or threaten to report a tenant to immigration authorities, decrease housing services, attempt to recover possession, increase rent, terminate the tenancy, or threaten any of these, in retaliation for the tenant asserting their rights

A landlord cannot physically or verbally harass or threaten you in your home to force you to move out under California state law and most local ordinances. Legally, harassment is defined as occurring when a landlord uses aggressive methods, coercion, fraud, or intimidation to get the tenant to move, disrupting the tenant's right to the quiet enjoyment of their rental property. There are some common examples of harassing conduct that landlords use to try and force tenants out of their homes which are unlawful:

- A landlord cannot lock you out;
- A landlord cannot remove your belongings;
- A landlord cannot shut off your utilities;
- A landlord cannot forcibly enter your home without notice; and

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A landlord cannot harass you into leaving your home.

If your landlord has done any of the above to you, then you may be protected under California law.

Relying on the base assumption that tenants do not know their legal rights, landlords will harass long-time tenants to force them to move out instead of going through the costly eviction process. Most importantly, the landlord typically must resort to these shady tactics to force long-time tenants out because the landlord usually has no actual cause to evict the tenant other than their bad faith motivation to substantially raise the rent. Under California Civil Code § 1940.2, a landlord cannot unlawfully force a tenant out of their apartment or home using the following methods:

- Engaging in forceful, threatening, or menacing conduct;
- Disclosing information regarding the perceived immigration or citizenship status of the tenant or someone close to them;
- Threatening to call immigration authorities to force a tenant out;
- Interfering with the tenant's right to quiet enjoyment of their property;
- Entering the rental unit without the tenant's consent in substantial violation of the law; and
- Taking, depriving, or removing the tenant's property from their home without permission.

A landlord only needs to engage in aggressive or intimidating conduct to be found liable, meaning the landlord does not have to successfully force the tenant out of the rental unit for the tenant to be awarded damages. A landlord who has illegally harassed a tenant may have to pay civil penalties up to \$2,000 for each instance of harassment, under California Civil Code § 1940.2. Additionally, under California Civil

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Code §1940.35, a landlord will be ordered to pay damages if they disclose information regarding the tenant's immigration or citizenship status to a government official to harass, intimidate, or retaliate against the tenant. For each tenant whose status was disclosed, a landlord will be ordered to pay mandatory statutory damages in an amount between 6 and 12 times the monthly rent charged where the tenant resides.

#### 4.Negligence Per Se

Defendants were Negligent Per Se to Plaintiff's detriment. Plaintiff, (University of California, Berkeley Graduate (09'), Honors Student, Bay Area Housing Commissioner, Alum, NAACP National Representative, and Local Youth and College President, Alum, California Senate, Capital Fellows, Senate Fellows Top 10 out of 800+ Nationally Ranked, Alum (13'), UCLA Law, and Anderson Riordan MBA Fellows, Alum (08', 13'), T-14 Law Student, as well as others), and Attorney of Record, Mr. George Jarvis (J.) Austin, esq. (TBA) was deprived of property, opportunity, and rights by Defendants' Negligence Per Se.

To establish a Negligence Per Se prima facie case (1) the defendant violated a statute; (2) the violation proximately caused the plaintiff's injury; (3) the injury resulted from the kind of occurrence the statute was designed to prevent; and (4) the plaintiff was one of the class of persons the statute was intended to protect:

Here the:



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1. Defendant violated the law (statue), and was not excused.

a. Defendants' conspiratorial, unconstitutional, illegal and tortious activity violated several statutes.

i. Under Aiding and Abetting Penal Code 31 PC, Theft Penal Code 484 PC), Fraud Penal Code 484 PC and 532 PC, FEHA, Unruh Civil Rights Act, and multiple Whistleblower Protection, and Civil Rights statutes Defendants' were Negligent Per Se. Not only was the fundamental violation of housing landlord tenant laws violated, but so were Civil Rights, Anti-Retaliation, Disability, and various Penal Code Statutes. According to the CBS investigative reporters it was illegal for Defendants to utilize AirBnB in this space, and Plaintiff inquired of both parties, as well as the Alameda County Tax Assessor of Ownership way before any of these particular very strange incidents occurred. However, not only was a straight answer not provided, but each Defendant party aided and abetted in defrauding Plaintiff out of funds, and exposed him to unjust scrutiny, and torment due to their Negligence, per se. Even further, Plaintiff's car was stolen out of the garage where he'd been parking the entire time renting. Plaintiff received a text message from Defendants phone around 2, or 3 in the morning asking when did Plaintiff ever get any sleep? Urging him to get sleep. Then that same morning, while Defendant was only steps away from the driveway (in the garage), Plaintiff's car was stolen apparently by a Tow-truck as he had the only keys to the car, and the tire marks were skidded down

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the driveway like burnt rubber. Defendants have known that usage of AirBnB platform for them was in violation of their rental contract, but never informed Plaintiff until news cameras were in the front lawn, and then retaliated against him for their own bad behaviors.

2. Defendant's violation was substantial factor in bringing about the harm (proximate cause)

- a. Defendant's statutory violations were the proximate cause, and substantial factor, of the harm caused.

3. Injury, by Defendants, was the kind of occurrence intended to protect from

- a. The injury was the precise kind of tortious and illegal behaviors those statutes were intended to protect from, especially by these types of defendants, landlords, and housing providers, who have a special relationship, and thus duty, to the tenant.

4. Plaintiff was type [class] of person statute intended to protect.

- a. Plaintiff, as tenant, is the precise class or type of person the statute was intended to protect from these types of violations.

"Although compliance with the law does not prove the absence of negligence, violation of the law does raise a presumption that the violator was negligent. This is called negligence per se. The presumption of negligence arises if (1) the defendant violated a statute; (2) the violation

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proximately caused the plaintiff's injury; (3) the injury resulted from the kind of occurrence the statute was designed to prevent; and (4) the plaintiff was one of the class of persons the statute was intended to protect. The first two elements are normally questions for the trier of fact and the last two are determined by the trial court as a matter of law. That is, the trial court decides whether a statute or regulation defines the standard of care in a particular case." (Jacobs Farm/Del Cabo, Inc. v. WesternFarm Service, Inc. (2010) 190 Cal.App.4th 1502, 1526 [119 Cal.Rptr.3d 529], internal citations omitted; see also Cal. Law Revision Com. to Evid. Code, § 669.)

"Under the doctrine of negligence per se, the plaintiff 'borrows' statutes to prove duty of care and standard of care. [Citation.] The plaintiff still has the burden of proving causation." (David v. Hernandez (2014) 226 Cal.App.4th 578, 584 [172 Cal.Rptr.3d 204].) "Where a statute establishes a party's duty, 'proof of the [party's] violation of a statutory standard of conduct raises a presumption of negligence that may be rebutted only by evidence establishing a justification or excuse for the statutory violation.'" This rule, generally known as the doctrine of negligence per se, means that where the court has adopted the conduct prescribed by statute as the standard of care for a reasonable person, a violation of the statute is presumed to be negligence." (Spriesterbach v. Holland (2013) 215 Cal.App.4th 255, 263 [155 Cal.Rptr.3d 306], internal citation omitted.)

"[I]n negligence per se actions, the plaintiff must produce evidence of a violation of a statute and a substantial probability that the plaintiff's injury was caused by the violation of the statute before the burden of proof shifts to the defendant to prove the violation of the statute did not cause the



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plaintiff's injury.” (Toste v. CalPortland Construction (2016) 245 Cal.App.4th 362, 371[199 Cal.Rptr.3d 522].) “The significance of a statute in a civil suit for negligence lies in its formulation of a standard of conduct that the court adopts in the determination of such liability. The decision as to what the civil standard should be still rests with the court, and the standard formulated by a legislative body in a police regulation or criminal statute becomes the standard to determine civil liability only because the court accepts it. In the absence of such a standard the case goes to the jury, which must determine whether the defendant has acted as a reasonably prudent man would act in similar circumstances. The jury then has the burden of deciding not only what the facts are but what the unformulated standard is of reasonable conduct. When a legislative body has generalized a standard from the experience of the community and prohibits conduct that is likely to cause harm, the court accepts the formulated standards and applies them [citations], except where they would serve to impose liability without fault.’ ” (Ramirez v. Plough, Inc. (1993) 6 Cal.4th 539, 547 [25 Cal.Rptr.2d 97,863 P.2d 167].), internal citations omitted.)

“There is no doubt in this state that a federal statute or regulation may be adopted as a standard of care.” (DiRosa v. Showa Denko K. K. (1996) Cal.App.4th 799, 808 [52 Cal.Rptr.2d 128].)

“[T]he courts and the Legislature may create a negligence duty of care, but an administrative agency cannot independently impose a duty of care if that authority has not been properly delegated to the agency by the Legislature.”(Cal. Serv. Station Etc. Ass’n v. Am. Home Assur. Co. (1998) 62 Cal.App.4th1166, 1175 [73 Cal.Rptr.2d 182].) “In combination, the [1999] language and the deletion [to Lab. Code, § 6304.5] indicate that henceforth, Cal-OSHA provisions are to be

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treated like any other statute or regulation and may be admitted to establish a standard or duty of care in all negligence and wrongful death actions, including third party actions.”(Elsner v. Uveges (2004) 34 Cal.4th 915, 928 [22 Cal.Rptr.3d 530, 102 P.3d915].)

Under California Penal Code 31 PC, aiding and abetting a crime, is illegal. Specifically under this section it is illegal to encourage, facilitate or aid in the commission of a criminal act. A person who aids and abets a crime faces the same punishment as the one who directly commits the crime under that statute. Under California Penal Code 484 PC it is illegal to steal, take, carry, lead, or drive away the personal property of another, or who shall fraudulently appropriate property which has been entrusted to him or her, or who shall knowingly and designedly, by any false or fraudulent representation or pretense, defraud any other person. Under California Penal Code 484 PC and 532 PC) theft by false pretense is illegal in which a person voluntarily turns over property as a result of a promise or representation that turns out to be false.

Under FEHA, Unruh Civil Rights Act, and the Federal Fair Housing Act, Title VIII of the Civil Rights Act of 1968,<sup>1</sup> racial and other discrimination in the sale or rental of housing is prohibited. The Act provides that it shall be unlawful: To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, or national origin (or other protected characteristic, or activity). The Act prohibits discrimination on the basis of color, religion, sex, and national origin as well as race. Because the great majority of cases concern racial discrimination,



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because the landlord usually has no actual cause to evict the tenant other than their bad faith motivation to substantially raise the rent. Under California Civil Code § 1940.2, a landlord cannot unlawfully force a tenant out of their apartment or home using the following methods:

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mandatory statutory damages in an amount between 6 and 12 times the monthly rent charged where the tenant resides.

#### 5.Breach of Contract (Housing, Rental Agreement)

Defendants breached contract to Plaintiff's detriment. Plaintiff, (University of California, Berkeley Graduate (09'), Honors Student, Bay Area Housing Commissioner, Alum, NAACP National Representative, and Local Youth and College President, Alum, California Senate, Capital Fellows, Senate Fellows Top 10 out of 800+ Nationally Ranked, Alum (13'), UCLA Law, and Anderson Riordan MBA Fellows, Alum (08', 13'), T-14 Law Student, as well as others), and Attorney of Record, Mr. George Jarvis (J.) Austin, esq. (TBA) was deprived and injured by Defendants' breach of contract.

"To prevail on a cause of action for breach of contract, the plaintiff must prove (1) the contract, (2) the plaintiff's performance of the contract or excuse for nonperformance, (3) the defendant's breach, and (4) the resulting damage to the plaintiff." (Richman v. Hartley (2014) 224 Cal.App.4th 1182, 1186 [169Cal.Rptr.3d 475].)

Here:

1. Plaintiff and organizational Defendants entered into a contract;



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- a. Plaintiff entered into both express and implied, written and oral contracts with Defendant, Linda Zhang, that I can stay here indefinitely, and that she'd exclusively rent this room to me on request. This is evidenced by all elements of the contract being met, offer, meeting of the minds, acceptance, and consideration, etc.
2. Plaintiff did all, or substantially all, of the significant things that the contract required him to do;
  - a. Plaintiff, performed, and did all, and more, than the contract required (including taking steps to help safeguard and protect organizational defendants from legal liability which is actually their duty (especially as plaintiff is injured, and currently disable, needing reasonable accommodations). Defendants breached, and retaliated, and did not perform contract despite Plaintiff's performance.
3. Defendant's performance, did not occur
  - a. All conditions were available, but defendants' performance was not met
    - i. Defendant's failed duties of contract performance is evident in both their behavior before, during, after, notification of their illegal breaches, constitutional, housing and civil rights violations. Both Defendant's failed duties, including non-response to complaint, inquiry, etc. which facilitated this scenario in the first place and could have prevented foreseeable harm.
4. Defendants failed to do something that the contract required them to do; And, Defendants did something that the contract prohibited from doing;

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- a. Defendants failed to perform their express duties, as well as other foundational contractual obligations like a 30 day notice, or something similar given the Defendant's desired change in contract, or even more took affirmative action to unconstitutionally retaliate, and discriminate against Plaintiff, as he was the only roommate singled out for eviction, without legal notice, nor process. Plaintiff took appropriate steps, but defendants have fundamentally avoided providing service and performing contracts.

5. Plaintiff was harmed; and

- a. Plaintiff was harmed physically, financially, emotionally and other ways.

6. Defendant's breach of contract was a substantial factor in causing Plaintiff's harm.

- a. Defendant's breach of contract was the harm, in terms of housing, and retaliation violations, and a substantial factor in terms of the abuses of, and deprivation of property and rights.

"A contract is a voluntary and lawful agreement, by competent parties, for a good consideration, to do or not to do a specified thing." (Robinson v. Magee(1858) 9 Cal. 81, 83.) "Implicit in the element of damage is that the defendant's breach caused the plaintiff's damage." (Troyk v. Farmers Group, Inc. (2009) 171 Cal.App.4th1305, 1352 [90 Cal.Rptr.3d 589], original italics.) "It is elementary a plaintiff suing for breach of contract must prove it has performed all conditions on its part or that it was excused from performance. Similarly, where defendant's duty to perform under the contract is conditioned on the happening of some event, the plaintiff must prove the event

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transpired.”(Consolidated World Investments, Inc., v. Lido Preferred Ltd. (1992) 9Cal.App.4th 373, 380 [11 Cal.Rptr.2d 524], internal citation omitted.)

“When a party’s failure to perform a contractual obligation constitutes a material breach of the contract, the other party may be discharged from its duty to perform under the contract. Normally the question of whether a breach of an obligation is a material breach, so as to excuse performance by the other party, is a question of fact. Whether a partial breach of a contract is material depends on ‘the importance or seriousness thereof and the probability of the injured party getting substantial performance.’ ‘A material breach of one aspect of a contract generally constitutes a material breach of the whole contract.’ ”(Brown,supra, 192 Cal.App.4th at pp. 277–278, internal citations omitted.)

“Whether breach of the agreement not to molest bars [plaintiff]’s recovery of agreed support payments raises the question whether the two covenants are dependent or independent. If the covenants are independent, breach of one doesnot excuse performance of the other. (Verdier,supra, 133 Cal.App.2d at p. 334.)

“The determination of whether a promise is an independent covenant, so that breach of that promise by one party does not excuse performance by the other party, is based on the intention of the parties as deduced from the agreement. The trial court relied upon parol evidence to determine the content and interpretation of the fee-sharing agreement between the parties. Accordingly, that determination is a question of fact that must be upheld if based on substantial evidence.”

(Brown,supra, 192 Cal.App.4th at p. 279, internal citation omitted.) “The wrongful, i.e., the



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unjustified or unexcused, failure to perform a contract is a breach. Where the nonperformance is legally justified, or excused, there may be a failure of consideration, but not a breach.” (1 Witkin, Summary of California Law (10th ed. 2005) Contracts, § 847, original italics, internal citations omitted.) “Ordinarily, a breach is the result of an intentional act, but negligent performance may also constitute a breach, giving rise to alternative contract and tort actions.” (Ibid., original italics.)

“The non-occurrence of a condition of a duty is said to be ‘excused’ when the condition need no longer occur in order for performance of the duty to become due. The non-occurrence of a condition may be excused on a variety of grounds. It may be excused by a subsequent promise, even without consideration, to perform the duty in spite of the non-occurrence of the condition. See the treatment of ‘waiver’ in § 84, and the treatment of discharge in §§ 273–85. It may be excused by acceptance of performance in spite of the non-occurrence of the condition, or by rejection following its non-occurrence accompanied by an inadequate statement of reasons. See §§ 246–48. It may be excused by a repudiation of the conditional duty or by a manifestation of an inability to perform it. See § 255; §§ 250–51. It may be excused by prevention or hindrance of its occurrence through a breach of the duty of good faith and fair dealing (§ 205). See § 239. And it may be excused by impracticability. See § 271. These and other grounds for excuse are dealt with in other chapters of this Restatement. This Chapter deals only with one general ground, excuse to avoid forfeiture. See § 229.” (Rest.2d of Contracts, § 225.)

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“ ‘ “Where a party’s breach by non-performance contributes materially to the non-occurrence of a condition of one of his duties, the non-occurrence is excused.” [Citation.]’ ” (Stephens & Stephens XII, LLC, supra, 231 Cal. App.4th at p. 1144.) “ ‘Causation of damages in contract cases, as in tort cases, requires that the damages be proximately caused by the defendant’s breach, and that their causal occurrence be at least reasonably certain.’ A proximate cause of loss or damage is something that is a substantial factor in bringing about that loss or damage.”(U.S. Ecology, Inc., supra, 129 Cal.App.4th at p. 909, internal citations omitted.)

“An essential element of [breach of contract] claims is that a defendant’s alleged misconduct was the cause in fact of the plaintiff’s damage. [¶] The causation analysis involves two elements. ‘ “One is cause in fact. An act is a cause in fact if it is a necessary antecedent of an event.” [Citation.]’ The second element is the proximate cause. ‘ “[P]roximate cause ‘is ordinarily concerned, notwithstanding the fact of causation, but with the various considerations of policy that limit an actor’s responsibility for the consequences of his conduct.’ ””(Tribeca Companies, LLC v. First American Title Ins. Co. (2015) 239Cal.App.4th 1088, 1102–1103 [192 Cal.Rptr.3d 354], footnote and internal citation omitted.)

## 6.Negligence

Defendants were negligent to Plaintiff’s detriment. Plaintiff, (University of California, Berkeley Graduate (09’), Honors Student, Bay Area Housing Commissioner, Alum, NAACP National Representative, and Local Youth and College President, Alum, California Senate, Capital Fellows,

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Senate Fellows Top 10 out of 800+ Nationally Ranked, Alum (13'), UCLA Law, and Anderson  
Riordan MBA Fellows, Alum (08', 13'), T-14 Law Student, as well as others), and Attorney of  
Record, Mr. George Jarvis (J.) Austin, esq. (TBA) was deprived of rights, and property, due to  
Defendants' negligence.

“The elements of a cause of action for negligence are well established. They are “(a) a legal duty  
to use due care; (b) a breach of such legal duty; [and] (c) the breach as the proximate or legal cause  
of the resulting injury.” ’ ’ (Ladd v. County of San Mateo (1996) 12 Cal.4th 913, 917 [50  
Cal.Rptr.2d 309, 911 P.2d496].)

Here:

1. Defendant had legal duty to use due care;
  - a. As Defendants all had a special relationship with Plaintiff as they influence and  
control over Plaintiffs housing and welfare (an essential part of human life). They  
had failed affirmative legal duties of care,(that were violated). The Court of Appeal  
recently outlined the nature of a special relationship this way: “Typically, in a  
special relationship, the plaintiff is particularly vulnerable and dependent upon the  
defendant who, correspondingly, has some control over the plaintiff’s welfare. A  
defendant who is found to have a ‘special relationship’ with another may owe an  
affirmative duty to protect the other person from foreseeable harm, or to come to the  
aid of another in the face of ongoing harm or medical emergency.” (Carlsen v.



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Koivumaki (2014) 227 Cal.App.4th 879, 893; see also, CACI No. 400, Sources of Authority.)

2. Defendant breached that legal duty

- a. Defendants conspirator-ily, and in some ways conspicuously, breached their legal duties by both inaction and action. Defendants behavior Defendants violated these duties as well as their fiduciary duties in administering, and providing housing (an essential service). Defendants inaction in concealing material information to induce what ultimately appears as fraud, while simultaneously not taking appropriate steps to ensure due care to their tenant (i.e. notice of contract change, or alternative, given the superseding written contract with Linda to stay as long as I wanted with many methods of pay available including AirBnB) breached that duty. Defendants affirmative action also breached that duty whereas Defendant Linda actively ignored my requests for solution and tried to use the color of law to get me immediately removed by calling the police under false pretenses. Still to this moment has not produced a written notice of eviction, termination of contract, or alteration of contract which stated both orally, and in writing I could stay as long as I wanted.

3. Plaintiff was harmed

- a. Defendants' harmed Plaintiff and creating turmoil, and legal harm.

4. Defendant's negligence was a substantial factor [proximate cause] in causing Plaintiff's harm

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- a. Defendants' negligent violations, statutory and otherwise, were the proximate cause, and substantial factor, of the harm caused.

According to CA Civil Code section 1714(a) there is a general duty to exercise Due Care.

"Although it is true that some exceptions have been made to the general principle that a person is liable for injuries caused by his failure to exercise reasonable care in the circumstances, it is clear that in the absence of statutory provision declaring an exception to the fundamental principle enunciated by section 1714 of the Civil Code, no such exception should be made unless clearly supported by public policy." (Rowland v. Christian (1968) 69 Cal.2d108, 112 [70 Cal.Rptr. 97, 443 P.2d 561].) "[T]he existence of a duty is a question of law for the court." (Ky. FriedChicken of Cal. v. Superior Court (1997) 14 Cal.4th 814, 819 [59 Cal.Rptr.2d756, 927 P.2d 1260].)

"In the Rowland [Rowland, supra, 69 Cal.2d at p. 113] decision, this court identified several considerations that, when balanced together, may justify a departure from the fundamental principle embodied in Civil Code section 1714: 'the foreseeability of harm to the plaintiff, the degree of certainty that the plaintiff suffered injury, the closeness of the connection between the defendant's conduct and the injury suffered, the moral blame attached to the defendant's conduct, the policy of preventing future harm, the extent of the burden to the defendant and consequences to the community of imposing a duty to exercise care with resulting liability for breach, and the availability, cost, and prevalence of insurance for the risk involved.' As we have also explained, however, in the absence of a statutory provision establishing an exception to the general rule of



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Civil Code section 1714, courts should create one only where ‘clearly supported by public policy.’  
” (Cabral v. Ralphs Grocery Co. (2011) 51 Cal.4th 764, 771[122 Cal.Rptr.3d 313, 248 P.3d 1170],  
internal citations omitted.)

“[T]he concept of foreseeability of risk of harm in determining whether a duty should be imposed  
is to be distinguished from the concept of “ ‘foreseeability” in two more focused, fact-specific  
settings’ to be resolved by a trier of fact. ‘First, the [trier of fact] may consider the likelihood or  
foreseeability of injury in determining whether, in fact, the particular defendant’s conduct was  
negligent in the first place. Second, foreseeability may be relevant to the [trier of fact]  
determination of whether the defendant’s negligence was a proximate or legal cause of the  
plaintiff’s injury.’ ” (Burns v. Neiman Marcus Group, Inc. (2009) 173 Cal.App.4th 479, 488, fn. 8  
[93 Cal.Rptr.3d 130], internal citation omitted.) “By making exceptions to Civil Code section  
1714’s general duty of ordinary care only when foreseeability and policy considerations justify a  
categorical no-duty rule, we preserve the crucial distinction between a determination that the  
defendant owed the plaintiff no duty of ordinary care, which is for the court to make, and a  
determination that the defendant did not breach the duty of ordinary care, which in a jury trial is for  
the jury to make. . . . While the court deciding duty assesses the foreseeability of injury from ‘the  
category of negligent conduct at issue,’ if the defendant did owe the plaintiff a duty of ordinary  
care the jury ‘may consider the likelihood or foreseeability of injury in determining whether, in fact,  
the particular defendant’s conduct was negligent in the first place.’ An approach that instead  
focused the duty inquiry on case-specific facts would tend to ‘eliminate the role of the jury in



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negligence cases, transforming the question of whether a defendant breached the duty of care under the facts of a particular case into a legal issue to be decided by the court . . . .’ ” (Cabral, supra, 51 Cal.4th at pp. 772–773, original italics, internal citations omitted.)

“[W]hile foreseeability with respect to duty is determined by focusing on the general character of the event and inquiring whether such event is ‘likely enough in the setting of modern life that a reasonably thoughtful [person] would take account of it in guiding practical conduct’, foreseeability in evaluating negligence and causation requires a ‘more focused, fact-specific’ inquiry that takes into account a particular plaintiff’s injuries and the particular defendant’s conduct.” (Laabs v. Southern California Edison Company (2009) 175 Cal.App.4th 1260, 1273 [97 Cal.Rptr.3d 241], internal citation omitted.) “The rule that a person has no general duty to safeguard another from harm or to rescue an injured person.... has no application where the person has caused another to be put in a position of peril of a kind from which the injuries occurred.” (Carlsen v. Koivumaki (2014) 227 Cal.App.4th 879, 883 [174 Cal.Rptr.3d 339].) “ ‘Typically, in special relationships [i.e. Landlord Tenant], “the plaintiff is particularly vulnerable and dependent upon the defendant who, correspondingly, has some control over the plaintiff’s welfare. [Citation.]” [Citation.] A defendant who is found to have a “special relationship” with another may owe an affirmative duty to protect the other person from foreseeable harm, or to come to the aid of another in the face of ongoing harm or medical emergency.’ ” (Carlsen, supra, 227 Cal.App.4th at p. 893.)

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## 7. WhistleBlower Retaliation & Violations

Defendant(s) retaliated against Plaintiff for protected activities under The Fair Housing Act, California's Fair Employment and Housing Act (FEHA), Civil Code Section 1940.2, 1940.35, 42 U.S.C. section 1983, and Unruh Civil Rights Act in violation of whistleblower protections. Plaintiff, (University of California, Berkeley Graduate (09'), Honors Student, Bay Area Housing Commissioner, Alum, NAACP National Representative, and Local Youth and College President, Alum, California Senate, Capital Fellows, Senate Fellows Top 10 out of 800+ Nationally Ranked, Alum (13'), UCLA Law, and Anderson Riordan MBA Fellows, Alum (08', 13'), T-14 Law Student, as well as others), and Attorney of Record, Mr. George Jarvis (J.) Austin, esq. (TBA) rights were violated by retaliatory actions by Defendants.

Here:

1. Plaintiff is a tenant of Defendants;
  - a. Plaintiff is tenant of Defendant organizations.
2. Plaintiff presented a grievance, complaint, or report to Defendants which are entities or agencies responsible for accrediting or evaluating Defendants related to, the quality of care, services, or conditions at Defendant's housing facility; and initiated, participated, or cooperated in an administrative proceeding, complaint, related to, the quality of care, services, or conditions at

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Defendant's housing that was carried out by entity or agency responsible for accrediting or evaluating the facility

- a. Plaintiff presented complaint/concern to Defendants AirBnB, the corporate channels, Linda, and respective parties/agencies (including police once she used them to retaliate)
3. Defendants mistreated, discharged, retaliated, and other adverse action against Plaintiff;
- a. Defendants mistreated, discharged and retaliated against Plaintiff because of protected whistleblower activity, and other protected characteristics. Defendant's acted to terminate Plaintiff's tenancy, by trying to initiate immediate eviction, without sending notice, and refusing to renew. The Defendant did not take similar action against other tenants in same house who either were not in protected class, or not engaged in protected activity (i.e. whistleblowing), and retaliate with illegal behaviors
4. Plaintiff's protected activity was a substantial motivating reason for Defendant's mistreatment, attempted eviction (without process in direct breach of contract), retaliation, and other adverse action to the detriment of Plaintiff.
- a. Defendants made reference to, and significantly changed behaviors, after protected activity as reason for adverse action (mistreatment, attempted discriminatory eviction [without process in direct breach of contract], retaliation) against Plaintiff



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because of protected characteristics, and whistleblower activity. Defendant's acted to terminate Plaintiff's tenancy, by trying to initiate immediate eviction, without sending notice, and refusing to renew. The Defendant did not take similar action against other tenants in same house who either were not in protected class, or not engaged in protected activity (i.e. whistleblowing), and retaliate with illegal behaviors

5. Plaintiff was harmed; and

- a. Plaintiff suffered financial, physical, harm, pain and suffering, emotional toll, and distress due to Defendant's actions.

6. Defendant's conduct was a substantial factor in causing Plaintiff's harm.

- a. Defendant's acts created enormous obstacles, intertwining, and utilizing state actors, and threats of punishments, under the color of law to deter and deprive Plaintiff, and was direct, and substantial cause in Plaintiff's.

The State of California provides the most protection in the Nation to whistleblowers via a complex legal net of anti-retaliation laws. California's Fair Employment and Housing Act ("FEHA"). FEHA's Section 12940(h) specifically prohibits retaliation against any person that engages in protected activity in Housing or the workplace. Similar to H&S 1278.5, to establish retaliation under FEHA, the plaintiff must prove that: (1) He or she engaged in a protected activity; (2) He or

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she was thereafter subjected to an adverse employment action by the employer; and (3) There was a causal link between the two incidents. (*Passanto v. Johnson & Johnson Consumer Products, Inc.* (2000) 212 F.3d 493, 506.) Although the formidability of H&S 1278.5 remains intact, its applicability has experienced recent modifications such as the arena where claims may be brought and the extent of recoverable damages. Once protected status attaches to an individual, the housing facility may not discriminate or retaliate against that individual. Common types of prohibited actions include eviction, lockouts, adverse behaviors, threats, penalties, increase charges, discharge, demotion, suspension, unfavorable changes in the terms and conditions of housing, employment or contract, or even the threat of any of these actions.

There are rebuttable presumptions of retaliation and discrimination if acts are taken within a certain time after the filing of a grievance. (See Health & Saf. Code, § 1278.5(c), (d).) However, these presumptions affect only the burden of producing evidence. (Health & Saf. Code, § 1278.5(e).) A presumption affecting only the burden of producing evidence drops out if evidence is introduced that would support a finding of its nonexistence. (Evid. Code, § 604.) Therefore, unless there is no such evidence, the jury should not be instructed on the presumptions.

The Court finds that exhaustion ... is not required before bringing a civil action .... In so holding, the Court finds *Creighton* persuasive and adopts its reasoning. Particularly, the Court agrees that the Private Attorneys General Act (“PAG Act” or “PAGA”), which covers the statutory claims at issue here, see Cal. Labor Code § 2699.5, indicates a legislative emphasis on private enforcement



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of the Labor Code that would be undercut by a mandatory exhaustion requirement before the ...  
Commissioner. The PAG Act “ ‘empowers or deputizes an aggrieved ... to sue for civil penalties ...  
as an alternative to enforcement by the State.’ ” *McKenzie v. Fed. Exp. Corp.*, 765 F.Supp.2d  
1222, 1231 (C.D.Cal.2011) (quoting *Villacres v. ABM Indus., Inc.*, 189 Cal.App.4th 562, 592,  
117 Cal.Rptr.3d 398 (2010) (internal quotation, citation, and alterations omitted)). The Act allows  
private citizens to sue on behalf of themselves “and other current or former employees” for  
violations of the Labor Code [similar to FEHA], and permits said citizens to recover civil penalties  
otherwise recoverable only by the government. See § 2699(a). - *Turner v. City and County of San  
Francisco*, 892 F.Supp.2d 1188, 1202 (N.D.Cal.,2012)

Whistleblower Claims (FEHA, The Fair Housing Act, and other statutes) have similar elements.  
Analogous to the examples of protected activities under the Labor Code like Filing a complaint  
with the Labor Commissioner or making a written or oral complaint that the employee is owed  
wages. [Lab.C. § 98.6]; Filing a workers' compensation claim. [Lab.C. § 132a]; Complaining re  
workplace safety. [Lab.C. § 6310; see *Lujan v. Minagar* (2004) 124 CA4th 1040, 1046, 21 CR3d  
861, 866—statute also prohibits discharge of employees whom employer fears will complain of  
safety violations in the future; see also *Freund v. Nycomed Amersham* (9th Cir. 2003) 347 F3d  
752, 758 (applying Calif. law), it is also protected activity to File a Housing Complaint.

The Fair Housing Act, Title VIII of the Civil Rights Act of 1968,<sup>1</sup> prohibits racial and other  
discrimination in the sale or rental of housing. The Act provides that it shall be unlawful: To refuse



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to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, or national origin (or other protected characteristic, or activity). The Act prohibits discrimination on the basis of color, religion, sex, and national origin as well as race. Because the great majority of cases concern racial discrimination, the discussion here will be in terms of race. In most cases the analysis applies equally to the other impermissible criteria. '42 U.S.C. § 3604(a). '42 U.S.C. § 3601. The Fair Housing Act protects people from discrimination when they are renting or buying a home, getting a mortgage, seeking housing assistance, or engaging in other housing-related activities. Additional protections apply to federally-assisted housing. Who Is Protected?

The Fair Housing Act prohibits discrimination in housing because of: Race, Color, National Origin, Religion, Sex, Familial Status, Disability. Under the Fair Housing Act It is illegal discrimination to take any of the following actions because of race, color, religion, sex, disability, familial status, or national origin (or other protected status/activity):

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Otherwise make housing unavailable
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide a person different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental
- Make, print or publish any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination
- Impose different sales prices or rental charges for the sale or rental of a dwelling

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- Use different qualification criteria or applications, or sale or rental standards or procedures, such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements
- Evict a tenant or a tenant's guest
- Harass a person
- Fail or delay performance of maintenance or repairs
- Limit privileges, services or facilities of a dwelling
- Discourage the purchase or rental of a dwelling
- Assign a person to a particular building or neighborhood or section of a building or neighborhood
- For profit, persuade, or try to persuade, homeowners to sell their homes by suggesting that people of a particular protected characteristic are about to move into the neighborhood (blockbusting)
- Refuse to provide or discriminate in the terms or conditions of homeowners insurance because of the race, color, religion, sex, disability, familial status, or national origin of the owner and/or occupants of a dwelling

The law takes into account that the landlord may have to bear some cost to provide an accommodation. When a tenant requests an accommodation the landlord is required to engage in an interactive process with the tenant to determine the existence of the disability and the reasonableness of the request.

**HUD provides concrete examples of Housing Discrimination in Violation of Statute.**

#### **Discrimination Isn't Always Obvious – Example #1:**

John, who is a Black man, speaks to a prospective landlord on the phone about leasing an apartment. On the phone, the landlord seems eager to rent to John, but when John meets with the landlord in person to fill out an application, the landlord's attitude is entirely different. A few days



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later, John receives a letter saying that his application was denied because of a negative reference from his current landlord. John is surprised because he never had problems with his landlord, and his landlord swears she was never contacted for a reference. John suspects that the real reason he was denied the apartment was because he is Black, so John files a complaint with HUD. HUD investigates and it turns out John is right – the landlord’s files show a pattern of discrimination because of race and color.

### **Discrimination Isn’t Always Obvious – Example #2:**

Jane is a Muslim woman who wears a hijab. Jane walks into the leasing office for a large apartment building because she saw a sign in the building’s window advertising several available units. Jane introduces herself to the leasing officer, who immediately says there are no units available. Jane asks to be put on the waiting list, but she never receives a call. Jane files a complaint with HUD because she suspects that the leasing officer does not want to rent to her because she is Muslim. HUD investigates and it turns out Jane is right – other employees of the building give HUD information that substantiates Jane’s claim of religious discrimination.

### **Steering Is A Form Of Discrimination:**

John, who is an Asian man, meets with a real estate broker to discuss purchasing a house for his family. When John names the neighborhood that he is interested in, the broker asks John if he is sure that his family will feel comfortable there. The broker tells John that she has a wonderful listing in another neighborhood where there are more “people like them.” When the broker takes



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John to see the house, John notices that the residents of the neighborhood appear to be mostly Asian. John files a complaint with HUD because steering someone to a certain neighborhood because of his race is a form of race discrimination.

### **Harassment Is A Form Of Discrimination:**

Jane has a Housing Choice Voucher (Section 8), but one month she falls behind on her portion of the rent. When Jane asks her landlord if he will give her a few more days, her landlord says yes but only if she will go out with him. Feeling she has no choice, Jane says yes. Over the next few days, Jane's landlord sends her sexually explicit text messages even though Jane tells him to stop. Jane's landlord tells her that if she does not go out with him again he is going to evict her and she will lose her voucher. Jane files a complaint with HUD because sexual harassment is a form of sex discrimination.

### **Many Housing Units Have Accessibility Requirements:**

John, a person with a disability who uses a wheelchair, views a condominium he is hoping to purchase in a new multistory building. When John arrives, he finds there are no accessible parking spaces in the building's parking lot. When John tries to enter the unit, his wheelchair can barely fit through the door and he bangs his arms on the way in. Inside the unit, the thermostat and light switches are all too high for him to reach. The building has a fitness room, but he cannot look at it

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because the only way to get to the fitness room is to go up steps. John files a complaint with HUD because failing to comply with accessibility requirements is a form of disability discrimination.

### **Reasonable Accommodations Are Required for Persons With Disabilities:**

Jane has a developmental disability that affects her capacity to manage her own finances. Jane tells her building manager that her mother will be paying her rent for this reason and asks if all notices relating to her rent can be sent to her mother. The building manager tells Jane that the management company has a policy of only sending notices to residents, no exceptions. Several months later, Jane receives an eviction notice because her mother had not known that Jane's rent had been increased. Jane files a complaint with HUD because denying a reasonable accommodation is a form of disability discrimination

Under the anti-retaliation law, a landlord cannot report or threaten to report a tenant to immigration authorities, decrease housing services, attempt to recover possession, increase rent, terminate the tenancy, or threaten any of these, in retaliation for the tenant asserting their rights

A landlord cannot physically or verbally harass or threaten you in your home to force you to move out under California state law and most local ordinances. Legally, harassment is defined as occurring when a landlord uses aggressive methods, coercion, fraud, or intimidation to get the tenant to move, disrupting the tenant's right to the quiet enjoyment of their rental property. There are some common examples of harassing conduct that landlords use to try and force tenants out of their homes which are unlawful:

A landlord cannot lock you out;

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A landlord cannot remove your belongings;  
A landlord cannot shut off your utilities;  
A landlord cannot forcibly enter your home without notice; and  
A landlord cannot harass you into leaving your home.

If your landlord has done any of the above to you, then you may be protected under California law.

Relying on the base assumption that tenants do not know their legal rights, landlords will harass long-time tenants to force them to move out instead of going through the costly eviction process. Most importantly, the landlord typically must resort to these shady tactics to force long-time tenants out because the landlord usually has no actual cause to evict the tenant other than their bad faith motivation to substantially raise the rent. Under California Civil Code § 1940.2, a landlord cannot unlawfully force a tenant out of their apartment or home using the following methods:

- Engaging in forceful, threatening, or menacing conduct;
- Disclosing information regarding the perceived immigration or citizenship status of the tenant or someone close to them;
- Threatening to call immigration authorities to force a tenant out;
- Interfering with the tenant's right to quiet enjoyment of their property;
- Entering the rental unit without the tenant's consent in substantial violation of the law; and
- Taking, depriving, or removing the tenant's property from their home without permission.



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A landlord only needs to engage in aggressive or intimidating conduct to be found liable, meaning the landlord does not have to successfully force the tenant out of the rental unit for the tenant to be awarded damages. A landlord who has illegally harassed a tenant may have to pay civil penalties up to \$2,000 for each instance of harassment, under California Civil Code § 1940.2. Additionally, under California Civil Code §1940.35, a landlord will be ordered to pay damages if they disclose information regarding the tenant's immigration or citizenship status to a government official to harass, intimidate, or retaliate against the tenant. For each tenant whose status was disclosed, a landlord will be ordered to pay mandatory statutory damages in an amount between 6 and 12 times the monthly rent charged where the tenant resides

#### 8.Fraudulent Concealment

Defendants fraudulently omitted information to Plaintiff Detriment. Plaintiff, (University of California, Berkeley Graduate (09'), Honors Student, Bay Area Housing Commissioner, Alum, NAACP National Representative, and Local Youth and College President, Alum, California Senate, Capital Fellows, Senate Fellows Top 10 out of 800+ Nationally Ranked, Alum (13'), UCLA Law, and Anderson Riordan MBA Fellows, Alum (08', 13'), T-14 Law Student, as well as others), and Attorney of Record, Mr. George Jarvis (J.) Austin, esq. (TBA) was defrauded by Defendants to his detriment.

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The required elements for fraudulent concealment are: (1) concealment or suppression of a material fact; (2) by a defendant with a duty to disclose the fact to the plaintiff; (3) the defendant intended to defraud the plaintiff by intentionally concealing or suppressing the fact; (4) the plaintiff was unaware of the fact and would not have acted as he or she did if he or she had known of the concealed or suppressed fact; and (5) plaintiff sustained damage as a result of the concealment or suppression of the fact. (Bank of America Corp. v. Superior Court (2011) 198 Cal.App.4th 862, 870, 130 Cal.Rptr.3d 504 (Bank of America Corp.).) See Graham v. Bank of Am., N.A., 226 Cal. App. 4th 594, 606, 172 Cal. Rptr. 3d 218, 228 (2014)

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There must usually be a duty to disclose arising from a fiduciary or confidential relationship between the parties. Here the Defendant parties clearly had a fiduciary and other duties. However, in transactions that do not involve fiduciary or confidential relations, a duty to disclose material facts may arise in at least three instances: (1) the defendant makes representations but does not disclose facts that materially qualify the facts disclosed, or that render his disclosure likely to mislead(option 2); (2) the facts are known or accessible only to defendant, and defendant knows they are not known to or reasonably discoverable by the plaintiff (option 3);(3) the defendant actively conceals discovery from the plaintiff (option 4). (See Warner Constr. Corp. v. L.A. (1970) 2 Cal.3d 285, 294 [85 Cal. Rptr. 444, 466 P.2d996].) For the second, third, and fourth options, if the defendant asserts that there was no relationship based on a transaction giving rise to a duty to disclose, the jury should also be instructed to determine whether the requisite relationship existed.(See Hoffman v. 162 North Wolfe LLC (2014) 228 Cal.App.4th 1178, 1187 [175Cal.Rptr.3d 820].)

“The elements of fraud, which give rise to the tort action for deceit, are (1)misrepresentation (false representation, concealment or non-disclosure); (2)knowledge of falsity (or ‘scienter’); (3) intent to defraud, i.e., to induce reliance; (4) justifiable reliance; and (5) resulting damage.” (Hackethal v. National Casualty Co. (1987) 189 Cal.App.3d 1102, 1110 [234 Cal.Rptr. 853].)

Here Defendants:

- Concealed



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- There were a series of multiple misrepresentations, outright lies, and fraudulent claims intended to injure, and deprive Plaintiff. Defendants concealed material information, or actively withheld, and prevented Plaintiff access to information regarding a) ownership of the property b) illegality of renting through that platform and c) structure of payment, or non-payment, arrangement of other tenants which unduly exposed Plaintiff to injury, stress, violation of housing rights, and harm. Defendants appear alternatively to have attempted to provide unnecessary hurdles to what Plaintiff is legally entitled to in a time of increased vulnerability and instability in the country due to Covid 19, social evolutions, movements, growth, and economic challenges. To go through debilitating injury, and have Defendants who have a special duty, and relationship, as landlord, and provider of housing, which are by law designed to help, add additional challenges is ridiculous. Discovery will help uncover the full extent of exactly how much material information had been concealed, but Defendants have definitely already demonstrated willingness, and intent to conceal material information to Plaintiff's detriment.

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- Had Knowledge of Falsity

- In each example of misrepresentation/false statement the Defendant organization knew, or easily could have inquired to find out, grossly negligent, but made the false statements anyway. It was Defendants' job to properly advise, guide, and ensure care, and support received. Further, regarding both Defendant Housing providers it was their obligation, under FEHA, the Fair Housing Act, and other statutes, to give notice of foreseeable issues, and then give notice if the need arose to amend, change, or terminate the existing written, and oral, contract. To date no such written notice has occurred. Defendants concealed material information, or actively withheld, and prevented Plaintiff access to information regarding a) ownership of the property b) illegality of renting through that platform and c) structure of payment, or non-payment, arrangement of other tenants which unduly exposed Plaintiff to injury, stress, violation of housing rights, and harm. Even after it appeared CBS investigative news had exposed their fraudulent, and illegal practices, they still have not been transparent or forthright, including not providing written notice, after they unsuccessfully attempted to get me arrested, or removed, or evicted by calling 911 under false premises.

- Intent to Defraud

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- Defendant's intended to defraud as evidenced not only in the initial false statements, but in their responses to legitimate inquiry (they created unnecessary, unconstitutional, and tortious, barriers). An honest mistake can often be corrected with honest recognition, and adjustment/correction as needed. However, when the response is to further hide, retaliate, and deceive, it shows the true motives of the party. Here, each inquiry was received not with honesty, but with more attempts to deceive, and create obstacles to finding the truth, if not outright malice, instead of correcting any missteps (intentional, or by omission), the defendants made.

- Provide Justifiable Reliance

- Plaintiff would have responded sooner, and taken action, but for the justified reliance on Defendant's words, though shown to be deceitful, and fraudulent. Because, defendant's, as Plaintiff's housing provider, owed a special duty of care, loyalty, and responsibility, plaintiff by law had a reasonably justifiable reliance on the words, though fraudulent, of defendants.



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- Resulting damage
  - Due to the misrepresentations by Defendants, Plaintiff suffered a variety of damages of significant magnitude.

“[T]he elements of an action for fraud and deceit based on a concealment are:(1) the defendant must have concealed or suppressed a material fact, (2) the defendant must have been under a duty to disclose the fact to the plaintiff, (3) the defendant must have intentionally concealed or suppressed the fact with the intent to defraud the plaintiff, (4) the plaintiff must have been unaware of the fact and would not have acted as he did if he had known of the concealed or suppressed fact, and (5) as a result of the concealment or suppression of the fact, the plaintiff must have sustained damage.” (Boschma v. Home Loan Center, Inc. (2011) 198 Cal.App.4th 230, 248 [129 Cal.Rptr.3d 874].) “A duty to speak may arise in four ways: it may be directly imposed by statute or other prescriptive law; it may be voluntarily assumed by contractual undertaking; it may arise as an incident of a relationship between the defendant and the plaintiff; and it may arise as a result of other conduct by the defendant that makes it wrongful for him to remain silent.” (SCC Acquisitions, Inc. v. Central Pacific Bank (2012) 207 Cal.App.4th 859, 860 [143 Cal.Rptr.3d 711].)

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“In transactions which do not involve fiduciary or confidential relations, a cause of action for non-disclosure of material facts may arise in at least three instances: (1) the defendant makes representations but does not disclose facts which materially qualify the facts disclosed, or which render his disclosure likely to mislead; (2) the facts are known or accessible only to defendant, and defendant knows they are not known to or reasonably discoverable by the plaintiff; (3) the defendant actively conceals discovery from the plaintiff.”(Warner Construction Corp., *supra*, 2 Cal.3d at p. 294, footnotes omitted.) “[O]ther than the first instance, in which there must be a fiduciary relationship between the parties, ‘the other three circumstances in which non-disclosure may be actionable: presuppose the existence of some other relationship between the plaintiff and defendant in which a duty to disclose can arise. . . . “[W]here material facts are known to one party and not to the other, failure to disclose them is not actionable fraud unless there is some relationship between the parties which gives rise to a duty to disclose such known facts.” [Citation.]’ A relationship between the parties is present if there is ‘some sort of transaction between the parties. [Citations.]’ Thus, a duty to disclose may arise from the relationship between seller and buyer, employer and prospective employee, doctor and patient, or parties entering into any kind of contractual agreement.’ ”(Hoffman, *supra*, 228 Cal.App.4th at p. 1187, original italics, internal citations omitted.)

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“Even if a fiduciary relationship is not involved, a non-disclosure claim arises when the defendant makes representations but fails to disclose additional facts which materially qualify the facts disclosed, or which render the disclosure likely to mislead.” (Roddenberry v. Roddenberry (1996) 44 Cal.App.4th 634,666 [51 Cal.Rptr.2d 907], internal citations omitted.) “[T]he rule has long been settled in this state that although one may be under no duty to speak as to a matter, “if he undertakes to do so, either voluntarily or in response to inquiries, he is bound not only to state truly what he tells but also not to suppress or conceal any facts within his knowledge which materially qualify those stated. If he speaks at all he must make a full and fair disclosure.” ’ ’ (Marketing West, Inc. v. Sanyo Fisher (USA) Corp. (1992) 6Cal.App.4th 603, 613 [7 Cal.Rptr.2d 859].)



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“[F]raudulent intent is an issue for the trier of fact to decide.” (Beckwith v. Dahl(2012) 205 Cal.App.4th 1039, 1061 [141 Cal.Rptr.3d 142].) “[T]here are two causation elements in a fraud cause of action. First, the plaintiff’s actual and justifiable reliance on the defendant’s misrepresentation must have caused him to take a detrimental course of action. Second, the detrimental action taken by the plaintiff must have caused his alleged damage.”(Beckwith, supra, 205 Cal.App.4th at p. 1062. “[P]laintiffs argue that actual reliance cannot logically be an element of a cause of action for deceit based on an omission because it is impossible to demonstrate reliance on something that one was not told. In support of the argument, plaintiffs cite Affiliated Ute Citizens v. United States, supra, 406 U.S.128 (Ute) . . . Interpreting Rule 10b-5, the high court held that ‘positive proof of reliance is not a prerequisite to recovery’ in a case involving primarily a failure to disclose . . . .” [¶] Contrary to plaintiffs’ assertion, it is not logically impossible to prove reliance on an omission. One need only prove that, had the omitted information been disclosed, one would have been aware of it and behaved differently.” (Mirkin, supra, 5 Cal.4th at p. 1093.)

“The fact that a false statement may be obviously false to those who are trained and experienced does not change its character, nor take away its power to deceive others less experienced. There is no duty resting upon a citizen to suspect the honesty of those with whom he [or she] transacts business. Laws are made to protect the trusting as well as the suspicious. [T]he rule of caveat emptor should not be relied upon to reward fraud and deception.” (Boschma,supra, 198 Cal.App.4th at p. 249.)

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### 9.Fraudulent Misrepresentation

Defendants fraudulent misrepresented to Plaintiff's detriment. Plaintiff, (University of California, Berkeley Graduate (09'), Honors Student, Bay Area Housing Commissioner, Alum, NAACP National Representative, and Local Youth and College President, Alum, California Senate, Capital Fellows, Senate Fellows Top 10 out of 800+ Nationally Ranked, Alum (13'), UCLA Law, and Anderson Riordan MBA Fellows, Alum (08', 13'), T-14 Law Student, as well as others), and Attorney of Record, Mr. George Jarvis (J.) Austin, esq. (TBA) suffered detriment due to Defendants' fraudulent misrepresentation.

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“To establish a claim for fraudulent misrepresentation, the plaintiff must prove: ‘(1) the defendant represented to the plaintiff that an important fact was true; (2) that representation was false; (3) the defendant knew that the representation was false when the defendant made it, or the defendant made the representation recklessly and without regard for its truth; (4) the defendant intended that the plaintiff rely on the representation; (5) the plaintiff reasonably relied on the representation; (6) the plaintiff was harmed; and (7) the plaintiff’s reliance on the defendant’s representation was a substantial factor in causing that harm to the plaintiff.’ ” (Perlas v. GMAC Mortgage, LLC (2010) 187 Cal.App.4th 429, 434, 113 Cal.Rptr.3d 790 (Perlas ) See also Graham v. Bank of Am., N.A., 226 Cal. App. 4th 594, 605–06, 172 Cal. Rptr. 3d 218, 228 (2014)

Here Defendants:

- Misrepresented



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- a. There were a series of multiple misrepresentations, outright lies, and fraudulent claims intended to injure, and deprive Plaintiff. Defendants concealed, misrepresented material information, and prevented Plaintiff access to information regarding There were a series of multiple misrepresentations, outright lies, and fraudulent claims intended to injure, and deprive Plaintiff. Defendants concealed material information, or actively withheld, and prevented Plaintiff access to information regarding a) ownership of the property b) illegality of renting through that platform and c) structure of payment, or non-payment, arrangement of other tenants which unduly exposed Plaintiff to injury, stress, violation of housing rights, and harm. Defendants appear alternatively to have attempted to provide unnecessary hurdles to what Plaintiff is legally entitled to in a time of increased vulnerability and instability in the country due to Covid 19, social evolutions, movements, growth, and economic challenges. To go through debilitating injury, and have Defendants who have a special duty, and relationship, as landlord, and provider of housing, which are by law designed to help, add additional challenges is ridiculous. Discovery will help uncover the full extent of exactly how much material information had been misrepresented, but Defendants have definitely already demonstrated willingness, and intent to misrepresent material information to Plaintiff's detriment.

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- Had Scierter, or Knowledge, of falsity

- a. In each example of misrepresentation/false statement the Defendant organization knew, or easily could have inquired to find out, grossly negligent, but made the false statements anyway. It was Defendants' job to properly advise, guide, and ensure care, and support received. Further, regarding both Defendants as housing providers and landlords it was their obligation, under It was Defendants' job to properly advise, guide, and ensure care, and support received. Further, regarding both Defendant Housing providers it was their obligation, under FEHA, the Fair Housing Act, and other statutes, to give notice of foreseeable issues, and then give notice if the need arose to amend, change, or terminate the existing written, and oral, contract. To date no such written notice has occurred. Defendants concealed material information, or actively withheld, and prevented Plaintiff access to information regarding a) ownership of the property b) illegality of renting through that platform and c) structure of payment, or non-payment, arrangement of other tenants which unduly exposed Plaintiff to injury, stress, violation of housing rights, and harm. Even after it appeared CBS investigative news had exposed their fraudulent, and illegal practices, they still have not been transparent or forthright, including not providing written notice, after they unsuccessfully attempted to get me arrested, or removed, or evicted by calling 911 under false premises.

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- Intended to defraud/deceive

- a. Defendant's intended to defraud as evidenced not only in the initial false statements, but in their responses to legitimate inquiry (they created unnecessary, unconstitutional, and tortious, barriers). An honest mistake can often be corrected with honest recognition, and adjustment/correction as needed. However, when the response is to further hide, retaliate, and deceive, it shows the true motives of the party. Here, each inquiry was received not with honesty, but with more attempts to deceive, and create obstacles to finding the truth, if not outright malice, instead of correcting any missteps (intentional, or by omission), the defendants made.

- Induced plaintiff's justifiable reliance

- a. Plaintiff would have responded sooner, and taken action, but for the justified reliance on Defendant's words, though shown to be deceitful, and fraudulent. Because, defendant's, as Plaintiff's medical care provider, insurer, employer, owed a special duty of care, loyalty, and responsibility, plaintiff by law had a reasonably justifiable reliance on the words, though fraudulent, of defendants.



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- resulting damage

- a. Due to the misrepresentations by Defendants, Plaintiff suffered a variety of damages of significant magnitude.

“[F]raudulent intent is an issue for the trier of fact to decide.” (Beckwith v. Dahl(2012) 205 Cal.App.4th 1039, 1061 [141 Cal.Rptr.3d 142].) “[T]here are two causation elements in a fraud cause of action. First, the plaintiff’s actual and justifiable reliance on the defendant’s misrepresentation must have caused him to take a detrimental course of action. Second, the detrimental action taken by the plaintiff must have caused his alleged damage.”(Beckwith, supra, 205 Cal.App.4th at p. 1062. “[P]laintiffs argue that actual reliance cannot logically be an element of a cause of action for deceit based on an omission because it is impossible to demonstrate reliance on something that one was not told. In support of the argument, plaintiffs cite Affiliated Ute Citizens v. United States, supra, 406 U.S.128 (Ute) . . . Interpreting Rule 10b-5, the high court held that ‘positive proof of reliance is not a prerequisite to recovery’ in a case involving primarily a failure to disclose . . . .” [¶] Contrary to plaintiffs’ assertion, it is not logically impossible to prove reliance on an omission. One need only prove that, had the omitted information been disclosed, one would have been aware of it and behaved differently.” (Mirkin, supra, 5 Cal.4th at p. 1093.)

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“The fact that a false statement may be obviously false to those who are trained and experienced does not change its character, nor take away its power to deceive others less experienced. There is no duty resting upon a citizen to suspect the honesty of those with whom he [or she] transacts business. Laws are made to protect the trusting, as well as the suspicious. [T]he rule of caveat emptor should not be relied upon to reward fraud and deception.” (Boschma, *supra*, 198 Cal.App.4th at p. 249, original italics.)

#### 10. Conversion

Defendants Practiced Conversion to Plaintiffs Detriment. Plaintiff, (University of California, Berkeley Graduate (09’), Honors Student, Bay Area Housing Commissioner, Alum, NAACP National Representative, and Local Youth and College President, Alum, California Senate, Capital Fellows, Senate Fellows Top 10 out of 800+ Nationally Ranked, Alum (13’), UCLA Law, and Anderson Riordan MBA Fellows, Alum (08’, 13’), T-14 Law Student, as well as others), and Attorney of Record, Mr. George Jarvis (J.) Austin, esq. (TBA) was deprived by Defendants’ conversion of Plaintiff’s rights, and property.

Conversion is essentially the civil law equivalent to criminal theft. Plaintiff’s must have right to possession, title, or ownership of the personal property to sue for conversion. [Gen. Motors Acceptance Corp. v. Dallas (1926) 198 Cal. 365, 370 (where conversion occurred after sale of automobile, buyer must either show certificate of ownership or actual possession to sue for conversion); Witkin § 705] Generally, conversion is the wrongful exercise of dominion over the

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personal property of another. [De Vries v. Brumback (1960) 53 Cal. 2d 643, 647 (conversion is “an act of willful interference with personal property, done without lawful justification, by which any person entitled thereto is deprived of the use and possession of the personal property”); Steele v. Marsciano (1894) 102 Cal. 666, 669; 5 Witkin Summary of California Law Torts § 699 (10th ed. 2005)]. A person with a special interest with a right of possession can sue for conversion. [Dept. of Industrial Relations v. UI Video Stores (1997) 55 Cal. App. 4th 1084, 1095 (state agency with immediate right to possession of checks could sue for conversion); Witkin § 706] 3.

One can have ownership without possession. An owner not in possession may also sue for conversion. [Reynolds v. Lerman (1956) 138 Cal. App. 2d 586, 596 (where debtor sued sheriff for wrongful sale of debtor’s attached property, debtor’s conversion claim was valid because he was owner despite not having a right of immediate possession) Witkin § 707] Property is a broad concept that includes “every intangible benefit and prerogative susceptible of possession or disposition[,]” conversion generally involves tangible personal property. [Witkin §§ 701, 702; See Downing v. Mun. Ct., 88 Cal.App.2d 345, 350 (1948).] 1/15/2010 5:04 PM (2K) [CA Conversion Law Chapter, 1.13.doc] 1. Intangible versus tangible property: while conversion developed to remedy the wrongful taking of physical personal property, “virtually every jurisdiction ... has disregarded this rigid limitation to some degree.” Kremen v. Cohen, 337 F.3d 1024, 1030, 1031-33 (9th Cir. 2003) Conversion applies to all types of personal property: conversion is “a remedy for the conversion of every species of personal property,” [Payne v. Elliot, 54 Cal. 339, 341 (1880) (holding that shares in a corporation, money (or specifically payroll checks) is a possible



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conversion cause of action for a specific identifiable sum of money. [Haigler v. Donnelly (1941) 18 Cal. 2d 674, 681

To succeed Intentional interference is required: a conversion cause of action arises only from intentional acts causing substantial interference with an owner's property right. [Zaslow v. Kroenert (1946) 20 Cal. 2d 541, 550 (taking possession of and locking building, by itself, does not constitute interference without intent to convert possession); Enterprise Leasing Corp. v. Shugart Corp. (1991) 231 Cal. App. 3d 737, 748 (plaintiff need only show that he was entitled to possession at time of conversion; later recovery of property does not preclude conversion claim); Witkin § 708] 1. Interference must be substantial: "[w]here the conduct complained of does not amount to a substantial interference with the possession of or the right thereto, but consists of the intermeddling with or use of, or damages to the personal property[.]" no conversion exists. [Jordan v. Talbot, 55 Cal.2d 597, 610 (1961) (citing Zaslow v. Cronert, 29 Cal.2d 541, 551 (1946))] ii. Control may be sufficient: manual taking of the plaintiff's personal property is not required; any wrongful assumption of control may constitute actual interference. [Gruber v. Pacific States Savings & Loans Co. (1939) 13 Cal. 2d 144, 147 (landlord's refusal to permit tenant to remove personal property amounted to conversion); Witkin § 709]

Even within the confines of the *Voris* holding by the California State Supreme Court, which is broadly adverse to more traditional unpaid wages conversion claim, supports this claim due to an identifiable, ownership interest, uncontested (i.e. checks in my name, social security number, etc.),

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defined amount of money. Public policy generally favors informal resolution of disputes, claims for wages [especially uncontested wages] are in a special category. (Reid, supra, 55 Cal.2d at p. 207, 10 Cal.Rptr. 819, 359 P.2d 251.) “It has long been recognized that wages are not ordinary debts, that they may be preferred over other claims, and that, because of the economic position of the average worker and, in particular, his dependence on wages for the necessities of life for himself and his family, it is essential to the public welfare that he receive his pay when it is due.” (In re Trombley (1948) 31 Cal.2d 801, 809–810, 193 P.2d 734.) See Also Hermann v. Charles Stratton, D.D.S., Inc., No. A095233, 2002 WL 193857, at \*3 (Cal. Ct. App. Feb. 7, 2002) This is even more true with undisputed wages as they are immediately owed, and considered property of the employee. Some additional examples of conversion are wrongful withholding of plaintiff’s property. [Edwards v. Jenkins (1932) 214 Cal. 713, 720; Witkin § 712] 1/15/2010 5:04 PM (2K) [CA Conversion Law Chapter, 1.13.doc] 5 Delivery of goods to the wrong person. [Byer v. Canadian Bank of Commerce (1937) 8 Cal. 2d 297, 299; Witkin § 712] Intangible property represented by physical document: possible conversion cause of action for improper use of intangibles represented by documents, i.e., bonds, notes, stock certificates, negotiable instruments, etc. [Acme Paper Co. v. Goffstein (1954) 125 Cal. App. 2d 175, 179 (conversion of check); Mears v. Crocker First Nat’l Bank (1948) 84 Cal. App. 2d 637, 644 (conversion of stock share certificate); Cal. Jur. § 12; Witkin § 702]

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Here Plaintiff::

a. Had Right to Ownership or Possess

- i. Plaintiff in fact had ownership of and the right to possess said property [money] in rent paid, Black SUV stolen, as well as any other ownership that may be discovered through proper due diligence in accord with the ownership information provided by the Tax Assessor's Office. The Defendant organizations demonstrated in multiple ways that they intended to permanently deprive me of said benefits by lying, defrauding and through unconstitutional actions.

b. Was Deprived of Right/Interests

- i. Defendant's disposition of property was in a manner inconsistent with plaintiff's property rights. Plaintiff was deprived of said rights by Defendants not properly notifying, and or actively preventing access to ownership information, legality of rental usage of platform, and fraudulent means. Plaintiff made formal inquiry, request, and demand. Organization lied repeatedly, in writing, showing intent to deceive, and scienter, and further their intent to deprive. This issue has been preceded by ongoing litigation in Austin v. Tesla, et. al. where Plaintiff has had similar issues with fraud and conversion from other Defendants regarding payroll theft, or conversion of undisputed wages. Plaintiff was deprived of, and



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substantially interfered with, interest in the property by the Defendants'  
fraudulent act.

c. Suffered damages

- i. Plaintiff suffered direct, and indirect, damages with an immediate and direct known amount of upwards of fraudulently induced rental payments, Stolen Black SUV, and other ownership as may be discovered through proper due diligence, and review, of Tax Assessor's Information, and any additional unknown amounts, and services, through discovery that will help determine a full amount.

11.Aiding and Abetting Fraud, Conversion of Records, and Benefits

Defendants Aided and Abetted Fraud to Plaintiffs Detriment. Plaintiff, (University of California, Berkeley Graduate (09'), Honors Student, Bay Area Housing Commissioner, Alum, NAACP National Representative, and Local Youth and College President, Alum, California Senate, Capital Fellows, Senate Fellows Top 10 out of 800+ Nationally Ranked, Alum (13'), UCLA Law, and Anderson Riordan MBA Fellows, Alum (08', 13'), T-14 Law Student, as well as others), and Attorney of Record, Mr. George Jarvis (J.) Austin, esq. (TBA) suffered harm due to Defendants Aiding and Abetting.

Aiding and Abetting, like Conversion/Theft, have mirror liability on both criminal and civil sides of the legal coin. On the Civil side "The elements of a claim for aiding and abetting a breach of

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fiduciary duty are: (1) a third party's breach of fiduciary duties owed to plaintiff (i.e. Doctor to Patient); (2) defendant's actual knowledge of that breach of fiduciary duties; (3) substantial assistance or encouragement by defendant to the third party's breach; and (4) defendant's conduct was a substantial factor in causing harm to plaintiff. (Judicial Council of Cal., Civ. Jury Instns. (CACI) (2014) No. 3610 . . .),” (Nasrawi v. BuckConsultants LLC (2014) 231 Cal.App.4th 328, 343 [179 Cal.Rptr.3d 813].)

Defendant is responsible, and liable, as an aider and abetter when Plaintiff proves the essential elements. Here:

1. Defendant knew that [vehicle theft, fraudulently induced rental payments apparently illegal, ] was [being, or going to be] committed by [Defendants] against [Plaintiff] (and had legal, fiduciary, and contractual obligation to protect from that);
  - a. Given the context, economic, and privacy factors Defendant organizations absolutely knew that vehicle theft, and rental payment violations (as well as other forms of theft/conversion) were being committed, or going to be committed. As well, the Defendants had a legal, fiduciary, and contractual obligation to protect from those behaviors as landlords, and providers of housing, had a special obligation to protect from.
2. Defendants gave substantial assistance, or encouragement, to tort-feasors/lawbreakers by actively inducing, transacting, the fraudulently induced payments, as well as inducing theft

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of SUV, (grossly at absolute best, and intentionally or maliciously at worse) and following none of the common sense, or legally required steps to ensure Federal, and state law compliance.

- a. Given the context, amount of pre-defined pot of money and benefits involved, and the specific legal requirements they did not take, and the legal requirements they actively ignored, or intentionally broke, it is clear Defendants gave substantial assistance. Not only did they go out of their way to induce, and transact, in violation of the law to persons who themselves were committing theft, but they also actively retaliated against, created unnecessary barriers, and actively tried to deprive Plaintiff, the person legally entitled to his property, rights, information, and services.
3. That Defendant's conduct was a substantial factor in causing harm to Plaintiff.
    - a. Defendant's conduct was the harm, theft, conversion, fraudulent inducement, etc., and was a substantial factor in causing the harm.

Defendant is responsible, or liable, for the tort of another on a theory of aiding and abetting, whether or not the active tortfeasor is also a defendant. It appears that one may be liable as an aider and abetter of a negligent act. (See Navarrete v. Meyer (2015) 237 Cal.App.4th 1276, 1290 [188 Cal.Rptr.3d 623]; Orser v. George (1967) 252 Cal.App.2d 660, 668 [60 Cal.Rptr. 708].)

“The jury was also instructed on aiding and abetting, as follows: ‘A person aids and abets the commission of a crime when he or she: [¶] (1) With knowledge of the unlawful purpose of the



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perpetrator, and [¶] (2) With the intent or purpose of committing or encouraging or facilitating the commission of the crime, and [¶] (3) By act or advice aids, promotes, encourages or instigates the commission of the crime. [¶] A person who aids and abets the commission of a crime need not be present at the scene of the crime. [¶] Mere presence at the scene of a crime which does not itself assist the commission of the crime does not amount to aiding and abetting. [¶] Mere knowledge that a crime is being committed and the failure to prevent it does not amount to aiding and abetting.” (Casella v. SouthWest Dealer Services, Inc. (2007) 157 Cal.App.4th 1127, 1140–1141 [69Cal.Rptr.3d 445].)

“[C]ausation is an essential element of an aiding and abetting claim, i.e., plaintiff must show that the aider and abettor provided assistance that was a substantial factor in causing the harm suffered.” (American Master Lease LLC v. Idanta Partners, Ltd. (2014) 225 Cal.App.4th 1451, 1476 [171 Cal.Rptr.3d 548].) “The fact the instruction [CACI No. 3610] does not use the word ‘intent’ is not determinative. ‘California courts have long held that liability for aiding and abetting depends on proof the defendant had actual knowledge of the specific primary wrong the defendant substantially assisted. . . . “The words ‘aid and abet’ as thus used have a well understood meaning, and may fairly be construed to imply an intentional participation with knowledge of the object to be attained.” [Citation.]’ A defendant who acts with actual knowledge of the intentional wrong to be committed and provides substantial assistance to the primary wrongdoer is not an accidental participant in the enterprise.” (Upasani v. State Farm General Ins. Co. (2014) 227 Cal.App.4th 509, 519 [173Cal.Rptr.3d 784], original italics, internal citations omitted.)

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“As noted, some cases suggest that a plaintiff also must plead specific intent to facilitate the underlying tort. We need not decide whether specific intent is a required element because, read liberally, the fifth amended complaint alleges that [defendant] intended to assist the Association in breaching its fiduciary duties. In particular, plaintiffs allege that, with knowledge of the Association’s breaches, [defendant] ‘gave substantial encouragement and assistance to [the Association] to breach its fiduciary duties.’ Fairly read, that allegation indicates intent to participate in tortious activity.” (Nasrawi, supra, 231 Cal.App.4th at p.345, original italics, internal citations omitted.)

“The elements of this doctrine (“Concert of Action”) are prescribed in section 876 of the Restatement Second of Torts. The section provides, ‘For harm resulting to a third person from the tortious conduct of another, one is subject to liability if he (a) does a tortious act in concert with the other or pursuant to a common design with him, or (b) knows that the other’s conduct constitutes a breach of duty and gives substantial assistance or encouragement to the other so to conduct himself, or (c) gives substantial assistance to the other in accomplishing a tortious result and his own conduct, separately considered, constitutes a breach of duty to the third person.’ With respect to this doctrine, Prosser states that ‘those who, in pursuance of a common plan or design to commit a tortious act, actively take part in it, or further it by cooperation or request, or who lend aid or encouragement to the wrongdoer, or ratify and adopt his acts done for their benefit, are equally liable with him.[para.] Express agreement is not necessary, and all that is required is that there be a



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tacit understanding . . . .’ ” (Sindell v. Abbott Laboratories (1980) 26Cal.3d 588, 604 [163 Cal.Rptr. 132, 607 P.2d 924], internal citations omitted.)

“Liability may . . . be imposed on one who aids and abets the commission of an intentional tort if the person (a) knows the other’s conduct constitutes a breach of duty and gives substantial assistance or encouragement to the other to so act or (b) gives substantial assistance to the other in accomplishing a tortious result and the person’s own conduct, separately considered, constitutes a breach of duty to the third person.” (American Master Lease LLC, supra, 225Cal.App.4th at p. 1475.) “Restatement Second of Torts . . . recognizes a cause of action for aiding and abetting in a civil action when it provides: ‘For harm resulting to a third person from the tortious conduct of another, one is subject to liability if he [¶] . . . [¶](b) knows that the other’s conduct constitutes a breach of duty and gives substantial assistance or encouragement to the other so to conduct himself . . . ,’ ‘Advice or encouragement to act operates as a moral support to a tortfeasor and if the act encouraged is known to be tortious it has the same effect upon the liability of the adviser as participation or physical assistance . . . . It likewise applies to a person who knowingly gives substantial aid to another who, as he knows, intends to do a tortious act.’ ” (Schulz, supra, 152 Cal.App.4th at pp. 93–94, internal citations omitted.)

“California courts have long held that liability for aiding and abetting depends on proof the defendant had actual knowledge of the specific primary wrong the defendant substantially assisted . . . . ‘The words “aid and abet” as thus used have a well understood meaning, and may fairly be



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construed to imply an intentional participation with knowledge of the object to be attained.’ ”

(Casey v. U.S. Bank Nat. Assn. (2005) 127 Cal.App.4th 1138, 1145–1146 [26Cal.Rptr.3d 401],

original italics, internal citations omitted.) “ ‘In the civil arena, an aider and abettor is called a

co-tortfeasor. To be held liable as a co-tortfeasor, a defendant must have knowledge and intent . . . .

A defendant can be held liable as a co-tortfeasor on the basis of acting in concert only if he or she

knew that a tort had been, or was to be, committed, and acted with the intent of facilitating the

commission of that tort.’ Of course, a defendant can only aid and abet another’s tort if the defendant

knows what ‘that tort’ is . . . . [T]he defendant must have acted to aid the primary tortfeasor ‘with

knowledge of the object to be attained.’ ” (Casey, supra, 127 Cal.App.4th at p. 1146, original

italics, internal citations omitted.)

“The concert of action theory of group liability ‘may be used to impose liability on a person who

did not personally cause the harm to plaintiff, but whose“ ‘[a]dvice or encouragement to act

operates as a moral support to a tortfeasor[,]and if the act encouraged is known to be tortious[,] it

has the same effect upon the liability of the adviser as participation or physical assistance. If the

encouragement or assistance is a substantial factor in causing the resulting tort,the one giving it is

himself a tortfeasor and is responsible for the consequences of the other’s act.’ ” ‘ The doctrine is

likened to aiding and abetting.”(Navarrete, supra, 237 Cal.App.4th at p. 1286.) “ ‘Despite some

conceptual similarities, civil liability for aiding and abetting the commission of a tort, which has no

overlaid requirement of an independent duty, differs fundamentally from liability based on

conspiracy to commit a tort.[Citations.] “ ‘[A]iding-abetting focuses on whether a defendant

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knowingly gave “substantial assistance” to someone who performed wrongful conduct, not on whether the defendant agreed to join the wrongful conduct.’ ” ’ ” (Stueve Bros.Farms, LLC v. Berger Kahn (2013) 222 Cal.App.4th 303, 324 [166 Cal.Rptr.3d116].)

“ ‘[W]hile aiding and abetting may not require a defendant to agree to join the wrongful conduct, it necessarily requires a defendant to reach a conscious decision to participate in tortious activity for the purpose of assisting another in performing a wrongful act. . . .’ [Citation.] The aider and abetter’s conduct need not, as ‘separately considered,’ constitute a breach of duty.” (American Master Lease LLC, supra, 225 Cal.App.4th at pp. 1475–1476.) “Nor do we agree with [defendant]’s contention that there is no evidence she aided and abetted [tortfeasor]. Her claim is premised on the assertion that the law in California does not permit liability for aiding and abetting ‘unintentional conduct’; that [plaintiff] alleged no intentional tort, only that [tortfeasor] acted negligently, and there is no evidence he intended to harm anyone. She argues, ‘Even if [tortfeasor] inadvertently violated the law against an “exhibition of speed,” which he did not, [defendant] could not be liable for aiding and abetting such unintentional conduct.’ However, for purposes of joint liability under a concert of action theory, it suffices that [defendant] assist or encourage [tortfeasor]’s breach of a duty, which Vehicle Code section 23109 imposed upon him (and also upon her not to aid and abet [tortfeasor]).” (Navarrete, supra, 237 Cal.App.4th at p. 1290.)

“James too must be held as a defendant because, although he did not fire the fatal bullet, there is evidence (which may or may not be sufficient to prove him liable at the trial) creating a question



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for the trier of fact. This evidence indicates he was firing alternately with Vierra at the same mudhen, in the same line of fire and possibly tortiously. In other words (to paraphrase the Restatement . . .), the record permits a possibility James knew Vierra's conduct constituted a breach of duty owed Orser and that James was giving Vierra substantial 'assistance or encouragement'; also that this was substantial assistance to Vierra in a tortious result with James' own conduct, 'separately considered, constituting a breach of duty to' Orser.", (Orser, supra, 252 Cal.App.2d at p. 668, original italics; see also Rest. 2d Torts, § 876, Com. on Clause (b), Illustration 6.)

#### 12. Tortious Interference with Prospective and Current Contract.

Defendants Tortiously Interfered with Prospective and Current Contracts. Plaintiff, (University of California, Berkeley Graduate (09'), Honors Student, Bay Area Housing Commissioner, Alum, NAACP National Representative, and Local Youth and College President, Alum, California Senate, Capital Fellows, Senate Fellows Top 10 out of 800+ Nationally Ranked, Alum (13'), UCLA Law, and Anderson Riordan MBA Fellows, Alum (08', 13'), T-14 Law Student, as well as others), and Attorney of Record, Mr. George Jarvis (J.) Austin, esq. (TBA) was injured due to Defendants' tortious interference with prospective and current contracts.



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“The tort of negligent interference with prospective economic advantage is established where a plaintiff demonstrates that (1) an economic relationship existed between the plaintiff and a third party which contained a reasonably probable future economic benefit or advantage to plaintiff; (2) the defendant knew of the existence of the relationship and was aware or should have been aware that if it did not act with due care its actions would interfere with this relationship and cause plaintiff to lose in whole or in part the probable future economic benefit or advantage of the relationship; (3) the defendant was negligent; and (4) such negligence caused damage to plaintiff in that the relationship was actually interfered with or disrupted and plaintiff lost in whole or in part the economic benefits or advantage reasonably expected from the relationship.” (North American Chemical Co. v. Superior Court (1997) 59Cal.App.4th 764, 786 [69 Cal.Rptr.2d 466].)

The fundamental elements are the similar for prospective, contract, and economic or business relations as well as existing contracts. Thus, I’ll combine into one claim for Tortious interference with current contractual relations as well as prospective contract and business, (or economic) relations as that combination most aptly fits the fact pattern. Plaintiff was on the verge of entering into new contractual and economic/business relations directly with Defendant organizations outside of the intermediaries prior to Tortious interference.

Here Plaintiff, in establishing the claims of tortious interference with a) existing, b) prospective, contractual and economic relations shows:

- a. Was in an existing, and prospective, contract:

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- i. Plaintiffs and organizational Defendants were in an existing, and prospective, rental/tenant/landlord contracts. Parties already had existing business relationships, and in the process of prospective new contracts.
- b. Defendant knew or should have known of these existing contractual, business, and economic relationships;
  - i. Defendants knew of contracts and business relationships. They were actively involved, and the direct landlord tenant contract with Linda was communicated in writing on the organizational Defendant's platform, as well as, outside the platform (via cell phone, and orally). The sudden disruptive pattern by Defendants, after the CBS news team, in fact interrupt business relationships with Defendant Parties.
- c. Defendant knew or should have known that this relationship would be disrupted if they failed to act with reasonable care;
  - i. Defendants absolutely knew that the relationship should be handled with care, and would be disrupted from their tortious behavior. Given their special relationship they are obligated legally to act with a special amount of care, but failed to act with reasonable care (at best grossly negligent, or reckless, at worse with malice and ill-will). Due to Defendants reckless disregard, plaintiff business and economic relationship were disrupted through illegal and unconstitutional activity.

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- d. Defendants failed to act with reasonable care;
  - i. Defendants failed to act with reasonable care in violation of FEHA, The Fair Housing Act, and were at best grossly negligent or reckless, and worse ill 'will'ed by required by law.
- e. Defendants engaged in wrongful conduct through breach of contract, misrepresentation, fraud, violation of Federal and State Statutes including whistleblower protections.
  - i. Defendants not only failed to act with reasonable care, but affirmatively misrepresented, violated statute, and fraud.
- f. That the relationship was disrupted;
  - i. The relationship was severely disrupted by Defendant tortious, unconstitutional, and grossly negligent, at best, behavior, which is a substantial factor, for the disruption, and with fundamental questions, inquiries, core decency, safety, privacy, and still unmet including. Plaintiff still has not received written notice, nor transparent information.
- g. Plaintiff was harmed;
  - i. Plaintiff was harmed by the tortious interference. See *Judicial Council of California Civil Jury Instructions* See also 1 Witkin, Summary of Cal. Law (10th ed. 2005) Contracts. Plaintiff, George J. Austin, incurred multiple damages including lost payments, SUV, and others to be more fully and accurately determined through the discovery process.



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“The elements which a plaintiff must plead to state the cause of action for intentional interference with contractual relations are (1) a valid contract between plaintiff and a third party; (2) defendant’s knowledge of this contract; (3) defendant’s intentional acts designed to induce a breach or disruption of the contractual relationship; (4) actual breach or disruption of the contractual relationship; and (5) resulting damage.” (Pacific Gas & Electric Co. v. BearStearns & Co. (1990) 50 Cal.3d 1118, 1126 [270 Cal.Rptr. 1, 791 P.2d 587], internal citations omitted.) This tort is sometimes called intentional interference with performance of a contract. See Little v. Amber Hotel Co. (2011) 202 Cal.App.4th 280, 291 [136 Cal.Rptr.3d 97. [A] cause of action for intentional interference with contract requires an underlying enforceable contract. Where there is no existing, enforceable contract, only a claim for interference with prospective advantage may be pleaded.” PMC, Inc. v. Saban Entertainment, Inc. (1996) 45 Cal.App.4th 579, 601 [52 Cal.Rptr.2d 877]. Because interference with an existing contract receives greater solicitude than does interference with prospective economic advantage, it is not necessary that the defendant’s conduct be wrongful apart from the interference with the contract itself.” Quelimane Co. v. Stewart Title Guaranty Co. (1998) 19 Cal.4th 26, 55 [77 Cal.Rptr.2d 709, 960 P.2d 513], internal citations omitted.

“Specific intent is not a required element of the tort of interference with prospective economic advantage. While plaintiff may satisfy the intent requirement by pleading specific intent, i.e., that the defendant desired to interfere with the plaintiff’s prospective economic advantage, a plaintiff

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may alternately plead that the defendant knew that the interference was certain or substantially certain to occur as a result of its action.” *Korea Supply Co. v. Lockheed Martin Corp.* (2003) 29 Cal.4th 1134,1154 [131 Cal.Rptr.2d 29, 63 P.3d 937], original italics. We caution that although we find the intent requirement to be the same for the torts of intentional interference with contract and intentional interference with prospective economic advantage, these torts remain distinct.” *Korea SupplyCo.*, supra, 29 Cal.4th at p. 1157 “Plaintiff need not allege an actual or inevitable breach of contract in order to state a claim for disruption of contractual relations. We have recognized that interference with the plaintiff’s performance may give rise to a claim for interference with contractual relations if the plaintiff’s performance is made more costly or more burdensome. Other cases have pointed out that while the tort of inducing breach of contract requires proof of a breach, the cause of action for interference with contractual relations is distinct and requires only proof of interference.” *Pacific Gas & Electric Co.*, supra, 50 Cal.3d at p. 1129, internal citations omitted. What’s required is showing that because of the disruption, the plaintiff suffered economic harm. *Youst v. Longo* (1987) 43 Cal.3d 64. See also California Civil Jury Instructions (CACI) 2202. Intentional Interference With Prospective Economic Relations.

An essential element of intentional interference is an existing business relationship. It does not need to be a contractual relationship. But prior business dealings are required. *Roth v. Rhodes* (1994) 25 Cal.App.4th 530. “[I]nterference with an at-will contract is actionable interference with the contractual relationship, on the theory that a contract ‘at the will of the parties,respectively, does not



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make it one at the will of others.’ ” Pacific Gas & Electric Co., supra, 50 Cal.3d at p. 1127, internal citations and quotations omitted.

To recover for intentional interference with prospective economic relations, the plaintiff must show that if not for the defendant’s wrongful interference, the plaintiff would have been reasonably certain of obtaining an economic advantage. *Youst v. Longo* (1987) 43 Cal.3d 64. The defendant knew that disruption of the relationship was certain or substantially certain to occur as a result of his or her actions. *Korea Supply Co.*, endnote 7; *Ramona Manor Convalescent Hospital v. Care Enterprises* (1986) 177 Cal.App.3d 1120. The usual measure of the lost economic advantage is “lost profits.” Lost profits do not need not be calculated with mathematical precision. But there must be a reasonable basis for computing the loss. *Sargon Enterprises, Inc. v. University of Southern California* (2012) 55 Cal.4th 747; *Meister v. Mensinger* (2014) 230 Cal.App.4th 381. See also CACI 3903N. Lost Profits (Economic Damage). In some cases, the plaintiff may be able to introduce evidence of profits made by similar businesses, or persons, under similar conditions. *Della Penna v. Toyota Motor Sales, U.S.A., Inc.* (1995) 11 Cal.4th 376. Competition is not fair and reasonable if it is independently wrongful — that is, in some way other than just disrupting the plaintiff’s business. *Sargon Enterprises, Inc. v. University of Southern California* (2012) 55 Cal.4th 747; *Meister v. Mensinger* (2014) 230 Cal.App.4th 381. See also CACI 3903N. Lost Profits (Economic Damage).



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An act is independently wrongful if it violates a statute or is otherwise prohibited by a determinable legal standard. *San Jose Construction, Inc. v. S.B.C.C., Inc.* (2007) 155 Cal.App.4th 1528. Other common wrongful actions for purposes of intentional interference claims include (but are not limited to): Acts or threats of violence, Defamation, Extortion, Fraud / misrepresentation, Fraud is a wrongful act that is prohibited by California law. California Civil Code 1709. California law allows a plaintiff to recover punitive damages when the defendant has acted with "malice, fraud or oppression." California Civil Code 3294. By definition, "malice" includes conduct which is intended by a defendant to cause injury to the plaintiff. California Civil Code 3294(c). The interference must have been wrongful "by some measure beyond the fact of the interference itself." *Della Penna v. Toyota Motor Sales, USA, Inc.*, 11 Cal.4th 376, 393 (1995). Claim does not require proof of a written contract, and can be asserted in situations where the statute of frauds would otherwise require one. *Buckaloo v. Johnson*, 14 Cal.3d 815, 824 (1975).

The element for Tortious Interference with Existing Contract are a) A contract existed between the plaintiff and a third party, b) The defendant knew about the contract, c) The defendant engaged in conduct that prevented or hindered performance of the contract, d) The defendant intended this result, or knew it was likely, e) This harmed the plaintiff; and f) The defendant's conduct substantially caused this harm. See *Pacific Gas & Electric Co. v. Bear Stearns & Co.*, 50 Cal.3d 1118 (1990). Regarding element 3, the interfering conduct must be wrongful by some legal measure other than the fact of the interference itself. (*Della Penna v. Toyota Motor Sales, U.S.A., Inc.* (1995) 11 Cal.4th 376, 393 [45 Cal.Rptr.2d 436, 902 P.2d 740].) This conduct must fall

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outside the privilege of fair competition. (PMC, Inc. v.Saban Entertainment, Inc. (1996) 45 Cal.App.4th 579, 603 [52 Cal.Rptr.2d 877], disapproved on other grounds in Korea Supply Co. v. Lockheed Martin Corp.(2003) 29 Cal.4th 1134, 1159 fn. 11 [131 Cal.Rptr.2d 29, 63 P.3d 937].) Whether the conduct alleged qualifies as wrongful if proven or falls within the privilege of fair competition is resolved by the court as a matter of law. If the court lets the case go to trial, the jury's role is not to determine wrongfulness, but simply to findwhether or not the defendant engaged in the conduct. If the conduct is tortious, the judge should instruct on the elements of the tort.

“The tort of intentional or negligent interference with prospective economic advantage imposes liability for improper methods of disrupting or diverting the business relationship of another which fall outside the boundaries of fair competition.” (Settimo Associates v. Environ Systems, Inc. (1993) 14Cal.App.4th 842, 845 [17 Cal.Rptr.2d 757], internal citation omitted.) “The tort of interference with prospective economic advantage protects the same interest in stable economic relationships as does the tort of interference with contract, though interference with prospective advantage does not require proof of a legally binding contract. The chief practical distinction between interference with contract and interference with prospective economic advantage is that a broader range of privilege to interfere is recognized when the relationship or economic advantage interfered with is only prospective.” (PacificGas & Electric Co. v. Bear Stearns & Co. (1990) 50 Cal.3d 1118, 1126 [270Cal.Rptr. 1, 791 P.2d 587], internal citations omitted.) “The five elements for intentional interference with prospective economic advantage are: (1) [a]n economic relationship between the plaintiff and some third party, with the probability of future economic



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benefit to the plaintiff; (2) the defendant's knowledge of the relationship; (3) intentional acts on the part of the defendant designed to disrupt the relationship; (4) actual disruption of the relationship; and (5) economic harm to the plaintiff proximately caused by the acts of the defendant." (Youst v. Longo (1987) 43 Cal.3d 64, 71, fn. 6 [233 Cal.Rptr. 294, 729 P.2d 728].)

"The question is whether a plaintiff must plead and prove that the defendant engaged in wrongful acts with the specific intent of interfering with the plaintiff's business expectancy. We conclude that specific intent is not a required element of the tort of interference with prospective economic advantage. While plaintiff may satisfy the intent requirement by pleading specific intent, i.e., that the defendant desired to interfere with the plaintiff's prospective economic advantage, a plaintiff may alternately plead that the defendant knew that the interference was certain or substantially certain to occur as a result of its action." (Korea Supply Co., *supra*, 29 Cal.4th at p. 1154, original italics.) "[A] plaintiff seeking to recover for an alleged interference with prospective contractual or economic relations must plead and prove as part of its case-in-chief that the defendant not only knowingly interfered with the plaintiff's expectancy, but engaged in conduct that was wrongful by some legal measures other than the fact of interference itself." (Della Penna, *supra*, 11 Cal.4th at p.393.)

"With respect to the third element, a plaintiff must show that the defendant engaged in an independently wrongful act. It is not necessary to prove that the defendant acted with the specific intent, or purpose, of disrupting the plaintiff's prospective economic advantage. Instead, 'it is



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sufficient for the plaintiff to plead that the defendant “[knew] that the interference is certain or substantially certain to occur as a result of his action.” ’ “[A]n act is independently wrongful if it is unlawful, that is, if it is proscribed by some constitutional, statutory, regulatory, common law, or other determinable legal standard.’ “[A]n act must be wrongful by some legal measure, rather than merely a product of an improper, but lawful, purpose or motive.’ ” (San Jose Construction, Inc. v. S.B.C.C., Inc. (2007) 155 Cal.App.4th 1528, 1544–1545 [67 Cal.Rptr.3d 54], internal citations omitted.) “Della Penna did not specify what sort of conduct would qualify as ‘wrongful apart from the interference itself.” Limandri v. Judkins (1997) 52 Cal.App.4th 326, 340 [60 Cal.Rptr.2d 539].)

“Justice Mosk’s concurring opinion in Della Penna advocates that proscribed conduct be limited to means that are independently tortious or a restraint of trade. The Oregon Supreme Court suggests that conduct may be wrongful if it violates ‘a statute or other regulation, or a recognized rule of common law, or perhaps an established standard of a trade or profession.’ . . . Our Supreme Court may later have occasion to clarify the meaning of ‘wrongful conduct’ or wrongfulness,’ or it may be that a precise definition proves impossible.” (Arntz Contracting Co. v. St. Paul Fire and Marine Insurance Co. (1996) 47 Cal.App.4th 464, 477–478 [54 Cal.Rptr.2d 888], internal citations omitted.) “Commonly included among improper means are actions which are independently actionable, violations of federal or state law or unethical business practices, e.g., violence, misrepresentation, unfounded litigation, defamation, trade libel or trade mark infringement.” (PMC, Inc., supra, 45 Cal.App.4th at p.603, internal citation omitted.) “[A] plaintiff need not allege the interference and a second act independent of the interference. Instead, a plaintiff must plead and

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prove that the conduct alleged to constitute the interference was independently wrongful, i.e., unlawful for reasons other than that it interfered with a prospective economic advantage.[Citations.]” (Crown Imports, LLC v. Superior Court (2014) 223 Cal.App.4th1395, 1404 [168 Cal.Rptr.3d 228].)

“The question has arisen as to whether, in order to be actionable as interference with prospective economic advantage, the interfering act must be independently wrongful as to the plaintiff. It need not be. There is ‘no sound reason for requiring that a defendant’s wrongful actions must be directed towards the plaintiff seeking to recover for this tort. The interfering party is liable to the interfered-with party [even] “when the independently tortious means the interfering party uses are independently tortious only as to a third party.” ’”(Crown Imports LLC,supra, 223 Cal.App.4th at p. 1405, original italics.) “[O]ur focus for determining the wrongfulness of those intentional acts should be on the defendant’s objective conduct, and evidence of motive or other subjective states of mind is relevant only to illuminating the nature of that conduct.” (Arntz Contracting Co., supra, 47 Cal.App.4th at p. 477.) “[A]n essential element of the tort of intentional interference with prospective business advantage is the existence of a business relationship with which the tortfeasor interfered. Although this need not be a contractual relationship, an existing relationship is required.” (Roth v. Rhodes (1994) 25 Cal.App.4th 530, 546 [30 Cal.Rptr.2d 706], internal citations omitted.) “If a party has no liability in tort for refusing to perform an existing contract,no matter what the reason, he or she certainly should not have to bear a burden in tort for refusing to enter into a contract where he or she has no obligation to do so. If that same party cannot conspire with a



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third party to breach or interfere with his or her own contract then certainly the result should be no different where the ‘conspiracy’ is to disrupt a relationship which has not even risen to the dignity of an existing contract and the party to that relationship was entirely free to ‘disrupt’ it on his or her own without legal restraint or penalty.”(Kasparian v. County of Los Angeles (1995) 38 Cal.App.4th 242, 266 [45Cal.Rptr.2d 90], original italics.) “Although varying language has been used to express this threshold requirement, the cases generally agree it must be reasonably probable that the prospective economic advantage would have been realized but for defendant’s interference.” (Youst, supra, 43 Cal.3d at p. 71, internal citations omitted.) “[I]n the absence of other evidence, timing alone may be sufficient to prove causation . . . . Thus, . . . the real issue is whether, in the circumstances of the case, the proximity of the alleged cause and effect tends to demonstrate some relevant connection. If it does, then the issue is one for the fact finder to decide.” (Overhill Farms, Inc. v. Lopez (2010) 190 Cal.App.4th 1248, 1267[119 Cal.Rptr.3d 127], original italics.)

### **13.Defamation and Defamation Per Se in Housing.**

Defendants Defamed Plaintiff. Defendants practiced housing defamation, and defamation per se, via Linda Zhang, landlord. Defendants did so when Ms. Zhang spoke on all entities behalf, after communicating, and “publishing”, a lie to get two uniformed police officers to come investigate under false premises, and false information discovered during visit with accusation of “a crime.” Ms. Zhang didn’t clarify context, just made a false statement presented as truth while retaliating against Plaintiff in housing. Defendants via Sandy Malloy made defamatory statements in a



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decision making capacity (landlords/providers of housing), and then defendants attempted to use that lie to initiate negative housing actions, and ultimately evictions proceedings, without notice or justification, of Plaintiff, (University of California, Berkeley Graduate (09'), Honors Student, Bay Area Housing Commissioner, Alum, NAACP National Representative, and Local Youth and College President, Alum, California Senate, Capital Fellows, Senate Fellows Top 10 out of 800+ Nationally Ranked, Alum (13'), UCLA Law, and Anderson Riordan MBA Fellows, Alum (08', 13'), T-14 Law Student, as well as others), and Attorney of Record, Mr. George Jarvis (J.) Austin, esq. (TBA)

In *New York Times Co. v. Sullivan*, supra, the Court for the first time held that the First Amendment limits the reach of state defamation laws. That case concerned a public official's recovery of damages for the publication of an advertisement criticizing police conduct in a civil rights demonstration. As the Court noted, the advertisement concerned "one of the major public issues of our time." *Id.*, 376 U.S., at 271, 84 S.Ct., at 721. Noting that "freedom of expression upon public questions is secured by the First Amendment," *id.*, at 269, 84 S.Ct., at 720 (emphasis added), and that "debate on public issues should be uninhibited, robust, and wide-open," *id.*, at 270, 84 S.Ct., at 721 (emphasis added), the Court held that a public official cannot recover damages for defamatory falsehood unless he proves that the false statement was made with " 'actual malice' -that is, with knowledge that it was false or with reckless disregard of whether it was false or not," *id.*, at 280, 84 S.Ct., at 726. - *Dun & Bradstreet, Inc. v. Greenmoss Builders, Inc.*, 472 U.S. 749, 755, 105 S. Ct. 2939, 2943, 86 L. Ed. 2d 593 (1985)

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Defamation is a false and unprivileged publication that has a natural tendency to injure the plaintiff or cause the plaintiff special damage See *Taus v. Loftus* (2007) 40 Cal.4th 683, 720. Defamation may consist of libel (written) or slander (oral) forms of defamation. See Civ. Code § 44 Slander, most common in the workplace, is “a false and unprivileged publication, orally uttered, and also communications by radio or any mechanical or other means (including cell phones, and voice messages). . . .” [Civ. Code § 46.] A slanderous statement may charge a person with a crime, or with having been indicted, convicted, or punished for a crime. It may also characterize a person as having an infectious, contagious, or loathsome disease, or as being impotent or lacking chastity. [Civ. Code § 46.]. Slander is more commonly found in the employment (or housing) context than libel, particularly during pre-termination investigations, at termination, or even during post-employment conversations with prospective employers. Statements that tend to injure an employee with respect to his or her occupation are especially slanderous, either by accusing the employee of an inability to perform the general functions required of his or her profession, trade, or business, or by imputing something with reference to the employee’s office, profession, trade, or business that has a natural tendency to lessen its profits. See Civ. Code § 46.

The tort of defamation requires: (1) a publication that is (2) false, (3) defamatory, (4) unprivileged, and (5) that has a natural tendency to injure or that causes special damage. See *Taus v. Loftus* (2007) 40 Cal.4th 683, 720. See also 5 Witkin, Summary of Cal. Law (10th ed. 2005) Torts, sec. 529, p. 782, citing Civ. Code, secs 45-46 and cases.)



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Here Defendants:

1. Published: Defendants published a statement by speaking to one other person (Linda Zhang, landlord, called the police and had two officers come into the home at 133 Gable. The standard for publishing i.e. communicating to at least one other person).
  - a. Defendants communicated via multiple channels, phone, in person, meetings, and ‘published’ false information before saying the false information to Plaintiff. The statements had no basis, and contradicted the written communications, and everything up until that point (and after), as it was a lie. Documented written conversations up till this point.
2. False Statements: It was a lie. Here Defendants grossly negligent, and recklessly, unconcerned at best, and intentionally malicious at worse, published untruths and also took negative housing action. Not only was there no basis to call the police, but worse it was front to try and break the existing housing contract, without notice, and immediately evict without cause (apparently because Defendants got caught doing illegal activity via AirBnB).
  - a. The false published statements made on a recorded police line by Linda Zhang, and followed up with a recorded visit by two officers was based on a lie from her. It is clear that when the officers engaged and communicated with me, and saw my written documentation, and receipts, and communications that she was not telling



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the truth and said we are taking no action. I explained the scenario and told them that I asked her for written notice, or formal eviction proceedings, and still haven't received. The statement was false, and made to my detriment, and incurred liability to Defendants.

3. Defamatory Statements: Here Defendants statements accusing of criminal conduct in housing are not only defamatory, but in California rise to the level of Per Se (similar to employment) particularly when injury occurs (i.e. negative housing action). Accusations of Criminality, particularly in California, especially in housing (as it is a vital area similar to employment) rise to the level of not just defamation, but defamation per se (particularly when coupled with quantifiable harm - though not a requirement as damages are presumed.
  - a. Here Defendants presented a lie as fact to the harm and detriment of the plaintiff. Further, this was not just any lie, but a particularly harmful lie causing economic, and other immediate damages. Even more, the statements were made with reckless disregard, at best, of ascertaining truth before taking action. Defendants falsely accused Plaintiff of a crime, without verifying, or even inquiring, on its veracity. Even more, this false accusation has created tremendous negative ripple effects and consequences.
4. Which Were Unprivileged: Defendants defamatory statements were not privileged, and instead were published without good faith, truth, and reckless disregard for veracity of

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statement, and plaintiffs well being, and used to to take negative employment action(s).

Under CA Civil Code Section 47, subdivision (c) Defendants have the burden of establishing that the statement was made on a privileged occasion, which they have not done. Further, Defendants demonstrated “actual malice” which destroys any qualified privilege defense by showing that their publication was motivated by ill will, reckless disregard, and lacked reasonable ground(s) for belief in the truth of publication. See *Sanborn v. Chronicle Pub. Co.* (1976) 18 Cal.3d 406,413,134 Cal.Rptr. 402,556, P.2d 764

- a. Defendants could have simply asked, communicated, or inquired before accusation of criminality, and further retaliation under color of law by calling uniformed police, under those false premises, with the intention to evict (without notice, justification, or proper procedure). Even more ironic is the fact that the Defendants themselves appear to be completely, and independently in the wrong, according to CBS’s investigative journalist. Hypocrisy at its finest, and behavior incurring legal liability.

5. Causing Injury: Here Plaintiff was directly injured by defamatory statements by Defendants including negative employment action(s), lost payments, emotional pain and suffering, injury to professional reputation, and other injuries.

- a. Plaintiffs experience multiple layers of negative housing action, and harm, including lost payment, and housing security. Defendants by intentionally lying, or with complete and reckless disregard to truth, harmed Plaintiff and put in unnecessary

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vulnerable economic position, unjustifiably. A false accusation of criminality  
[especially in housing, as in the workplace] qualifies, and establishes presumed  
damages.



**Fremont**

APR 25 - AUG 1

**Your plans**

12:00 PM CHECK-OUT

**Your house reservation**

133 Gable Drive, Fremont, CA 94539, United States



2:00 PM CHECK-IN

**Your house reservation**

133 Gable Drive, Fremont, CA 94539, United States



## Your receipt from Airbnb



Receipt ID: RCFP2C23T5 · Apr 26, 2020

## Fremont

## 1 night in Fremont

Sun, Apr 26, 2020 — Mon, Apr 27, 2020

Private room · 1 bed · 1 guest



133 Gable Drive  
Fremont, CA 94539  
United States

Hosted by Linda Zhang

Confirmation code: HMN9CMD35Z  
[Go to itinerary](#) · [Go to listing](#)

Traveler: George Austin

## Cancellation policy

Cancel before 2:00 PM on Apr 26 and get a 50% refund, minus the first night and service fee. [More details](#)

Cutoff times are based on the listing's local time

## Have a question?

[Visit the Help Center](#)

## Price breakdown

\$35.00 x 1 night	\$35.00
Cleaning fee	\$15.00
Service fee	\$7.06
<b>Total (USD)</b>	<b>\$57.06</b>

## Payment

VISA ···· 4806 \$57.06

Apr 26, 2020 · 10:44AM PDT

**Amount paid (USD)** **\$57.06**

## Airbnb Payments, Inc.

Airbnb Payments is a limited payment collection agent of your Host. It means that upon your payment of the Total Fees to Airbnb Payments, your payment obligation to your Host is satisfied. (i) the Host's cancellation policy (available on the Listing); or (ii) Airbnb's Guest Refund Policy Terms, available at [www.airbnb.com/terms](http://www.airbnb.com/terms). Questions or complaints: contact Airbnb Payments, Inc. at 855-4-AIRBNB (855-424-7252).

## Payment processed by:

Airbnb Payments, Inc.  
888 Brannan St., San Francisco, CA 94103

Airbnb, Inc.  
888 Brannan St., San Francisco, CA 94103  
[www.airbnb.com](http://www.airbnb.com)





## Your receipt from Airbnb



Receipt ID: RCYEAXEMY2 · Apr 27, 2020

## Fremont

## 1 night in Fremont

Mon, Apr 27, 2020 Tue, Apr 28, 2020

Private room · 1 bed · 1 guest

133 Gable Drive  
Fremont, CA 94539  
United States

Hosted by Linda Zhang

Confirmation code: HMBNYK598A  
[Go to itinerary](#) [Go to listing](#)

Traveler: George Austin

## Cancellation policy

Cancel before 2:00 PM on Apr 27 and get a 50% refund, minus the first night and service fee. More details

Cutoff times are based on the listing's local time

## Have a question?

[Visit the Help Center](#)

## Price breakdown

\$35.00 x 1 night	\$35.00
Cleaning fee	\$15.00
Service fee	\$7.06
<b>Total (USD)</b>	<b>\$57.06</b>

## Payment

VISA \*\*\*\* 4806 \$57.06  
Apr 27, 2020 · 07:56PM PDT**Amount paid (USD)** **\$57.06**

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## Payment processed by:

Airbnb Payments, Inc.  
888 Brannan St. San Francisco, CA 94103

airbnb.com

888 Brannan St. San Francisco, CA 94103  
[www.airbnb.com](http://www.airbnb.com)

## Your receipt from Airbnb



Receipt ID: RCYEAXEMY2 · Apr 27, 2020

## Fremont

## 1 night in Fremont

Mon, Apr 27, 2020 Tue, Apr 28, 2020

Private room · 1 bed · 1 guest

133 Gable Drive  
Fremont, CA 94539  
United States

Hosted by Linda Zhang

Confirmation code: HMBNYK595A  
[Go to itinerary](#) · [Go to listing](#)

Traveler: George Austin

## Cancellation policy

Cancel before 2:00 PM on Apr 27 and get a 50% refund, minus the first night and service fee. More details

Cutoff times are based on the listing's local time

## Price breakdown

\$35.00 x 1 night	\$35.00
Cleaning fee	\$15.00
Service fee	\$7.06
<b>Total (USD)</b>	<b>\$57.06</b>

## Payment

VISA **** 4806	\$57.06
Apr 27, 2020 · 07:56PM PDT	
<b>Amount paid (USD)</b>	<b>\$57.06</b>

## Have a question?

[Visit the Help Center](#)

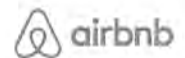
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## Payment processed by:

Airbnb Payments, Inc.  
888 Mission St. San Francisco, CA 94103

## Airbnb, Inc.

888 Mission St. San Francisco, CA 94103  
[www.airbnb.com](http://www.airbnb.com)

[← To Itinerary](#)

## Your payment details

### Fremont

12 nights in Fremont

Tue, Apr 28, 2020 → Sun, May 10, 2020

Private room · 1 bed · 1 guest

Confirmation code: HMSBJHFECB



### Payments

1 night in Fremont

\$57.06

Apr 28, 2020 · 12:01PM PDT

VISA \*\*\*\* 4806

[Get receipt](#)

Reservation change: +1 night

\$39.94

Apr 29, 2020 · 10:34AM PDT

VISA \*\*\*\* 4806

[Get receipt](#)

Reservation change: +1 night

\$39.94

Apr 30, 2020 · 10:37AM PDT

VISA \*\*\*\* 4806

[Get receipt](#)

Reservation change: +1 night

\$45.65



May 01, 2020 · 11:17AM PDT

VISA .... 4806

[Get receipt](#)

Reservation change: +1 night

\$45.65

May 02, 2020 · 11:27AM PDT

VISA .... 4806

[Get receipt](#)

Reservation change: +1 night

\$45.64

May 03, 2020 · 11:44AM PDT

VISA .... 4806

[Get receipt](#)

Reservation change: +1 night

\$45.65

May 04, 2020 · 11:39AM PDT

VISA .... 4806

[Get receipt](#)

Reservation change: +1 night

\$45.65

May 05, 2020 · 11:46AM PDT

VISA .... 4806

[Get receipt](#)

Reservation change: +1 night

\$45.64

May 06, 2020 · 11:14AM PDT

VISA .... 4806

[Get receipt](#)

Reservation change: +1 night

\$45.65

May 07, 2020 · 11:24AM PDT

VISA .... 4806

[Get receipt](#)

Reservation change: +2 nights

\$91.29

May 08, 2020 · 05:17AM PDT

VISA .... 4806

[Get receipt](#)

Amount paid (USD)

\$547.76

[← To Itinerary](#)

## Your payment details

### Fremont

#### 3 nights in Fremont

Mon, May 11, 2020 → Thu, May 14, 2020

Private room · 1 bed · 1 guest

Confirmation code: HMS8X9BBN3



### Payments

#### 1 night in Fremont

\$45.65

May 11, 2020 · 11:04AM PDT

VISA \*\*\*\* 4806

[Get receipt](#)

#### Reservation change: +1 night

\$45.64

May 12, 2020 · 11:38AM PDT

VISA \*\*\*\* 4806

[Get receipt](#)

#### Reservation change: +1 night

\$45.65

May 13, 2020 · 10:33AM PDT

VISA \*\*\*\* 4806

[Get receipt](#)



Amount paid (USD)

\$136.94

[← To Itinerary](#)

## Your payment details

### Fremont

2 nights in Fremont

Thu, May 14, 2020 → Sat, May 16, 2020

Private room · 1 bed · 1 guest

Confirmation code: HM45BDSTM8



### Payments

1 night in Fremont

\$45.65

May 14, 2020 · 12:05PM PDT

VISA \*\*\*\* 4806

[Get receipt](#)

Reservation change: +1 night

\$45.64

May 15, 2020 · 10:28AM PDT

VISA \*\*\*\* 4806

[Get receipt](#)

**Amount paid (USD)**

**\$91.29**

## Your receipt from Airbnb



Receipt ID: RCCAZWB9FE · May 16, 2020

## Fremont

## 1 night in Fremont

Sat, May 16, 2020 Sun, May 17, 2020

Private room · 1 bed · 1 guest



133 Gable Drive  
Fremont, CA 94539  
United States

Hosted by Linda Zhang

Confirmation code: HM5ECZS9DR  
Go to itinerary · Go to listing

Traveler: George Austin

## Cancellation policy

Cancel before 2:00 PM on May 16 and only get a refund of the cleaning fee. More details

Cutoff times are based on the listing's local time

## Price breakdown

\$40.00 x 1 night	\$40.00
Service fee	\$5.65
<b>Total (USD)</b>	<b>\$45.65</b>

## Payment

VISA **** 4806	\$45.65
May 16, 2020 · 11:16AM PDT	

<b>Amount paid (USD)</b>	<b>\$45.65</b>
--------------------------	----------------

## Have a question?

Visit the Help Center

## Airbnb Payments, Inc.

Airbnb Payments is a limited payment collection agent of your Host. It means that upon your payment of the Total Fees to Airbnb Payments, your payment obligation to your Host is satisfied, (i) the Host's cancellation policy (available on the Listing), or (ii) Airbnb's Guest Refund Policy Terms, available at [www.airbnb.com/terms](https://www.airbnb.com/terms). Questions or complaints: contact Airbnb Payments, Inc. at 855-4-AIRBNB (855-424-7262).

## Payment processed by:

Airbnb Payments, Inc.  
688 Brannan St, San Francisco, CA 94103

Airbnb, Inc.  
368 Brannan St, San Francisco, CA 94103  
[www.airbnb.com](https://www.airbnb.com)





[← To Itinerary](#)

## Your payment details

### Fremont

#### 6 nights in Fremont

Sun, May 17, 2020 → Sat, May 23, 2020

Private room · 1 bed · 1 guest

Confirmation code: HMM33DCPBS



### Payments

#### 1 night in Fremont

\$45.65

May 17, 2020 · 11:15AM PDT

VISA ···· 4806

[Get receipt](#)

#### Reservation change: +1 night

\$45.64

May 18, 2020 · 09:29AM PDT

VISA ···· 4806

[Get receipt](#)

#### Reservation change: +1 night

\$45.65

May 19, 2020 · 10:31AM PDT

VISA ···· 4806

[Get receipt](#)

#### Reservation change: +1 night

\$45.65

May 20, 2020 · 11:49AM PDT

VISA ···· 4806

[Get receipt](#)

Reservation change: +1 night

\$45.65

May 21, 2020 · 10:16AM PDT

VISA ···· 4806

[Get receipt](#)

Reservation change: +1 night

\$45.64

May 22, 2020 · 11:47AM PDT

VISA ···· 4806

[Get receipt](#)

**Amount paid (USD)**

**\$273.88**

## Your receipt from Airbnb



Receipt ID: RC5WJR3CHS · Apr 25, 2020

## Fremont

## 1 night in Fremont

Sat, Apr 25, 2020 — Sun, Apr 26, 2020

Private room · 1 bed · 1 guest



133 Gable Drive  
Fremont, CA 94539  
United States

Hosted by Linda Zhang

Confirmation code: HM9T33BRPK  
[Go to itinerary](#) [Go to listing](#)

Traveler: George Austin

## Cancellation policy

Cancel before 2:00 PM on Apr 25 and get a 50% refund, minus the first night and service fee. [More details](#)

Cutoff times are based on the listing's local time.

## Price breakdown

\$30.00 x 1 night	\$30.00
Cleaning fee	\$15.00
Service fee	\$6.35
<b>Total (USD)</b>	<b>\$51.35</b>

## Payment

VISA \*\*\*\* 4806 \$51.35  
Apr 25, 2020 04:26PM PDT

**Amount paid (USD)** **\$51.35**

## Have a question?

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## Airbnb Payments, Inc.

Airbnb Payments is a limited payment collection agent of your Host. It means that upon your payment of the Total Fees to Airbnb Payments, your payment obligation to your Host is satisfied. (i) the Host's cancellation policy (available on the listing), or (ii) Airbnb's Guest Refund Policy Terms, available at [www.airbnb.com/terms](http://www.airbnb.com/terms). Questions or complaints: contact Airbnb Payments, Inc. at 855-4-AIRBNB (855-424-7262).

## Payment processed by:

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[← To Itinerary](#)

## Your payment details

### Fremont

#### 3 nights in Fremont

Sat, May 23, 2020 → Tue, May 26, 2020

Private room · 1 bed · 1 guest

Confirmation code: HMPQDZHY8B



### Payments

#### 1 night in Fremont

\$45.65

May 23, 2020 · 11:02AM PDT

VISA \*\*\*\* 4806

[Get receipt](#)

#### Reservation change: +1 night

\$45.64

May 24, 2020 · 10:50AM PDT

VISA \*\*\*\* 4806

[Get receipt](#)

#### Reservation change: +1 night

\$45.65

May 25, 2020 · 10:12AM PDT

VISA \*\*\*\* 4806

[Get receipt](#)

**Amount paid (USD)****\$136.94**

## Your receipt from Airbnb



Receipt ID: RC55S2YCSF · May 26, 2020

### Fremont

#### 1 night in Fremont

Tue, May 26, 2020 Wed, May 27, 2020

Private room · 1 bed · 1 guest

133 Gable Drive  
Fremont, CA 94539  
United States

Hosted by Linda Zhang

Confirmation code: HMF9ENY828  
[Go to itinerary](#) [Go to listing](#)

Traveler: George Austin

#### Cancellation policy

Cancel before 2:00 PM on May 26 and only get a refund of the cleaning fee. [More details](#)

Cutoff times are based on the listing's local time.

### Price breakdown

\$40.00 x 1 night	\$40.00
Cleaning fee	\$15.00
Service fee	\$7.76
<b>Total (USD)</b>	<b>\$62.76</b>

### Payment

MASTERCARD **** 3252 May 26, 2020 09:38PM PDT	\$62.76
<b>Amount paid (USD)</b>	<b>\$62.76</b>

#### Have a question?

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#### Airbnb Payments, Inc.

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[← To Itinerary](#)

## Your payment details

### Fremont

3 nights in Fremont

Wed, May 27, 2020 → Sat, May 30, 2020

Private room · 1 bed · 1 guest

Confirmation code: HMT8CETKE5



### Payments

1 night in Fremont

\$45.65

May 27, 2020 · 11:57AM PDT

MASTERCARD .... 8833

[Get receipt](#)

Reservation change: +1 night

\$45.64

May 28, 2020 · 01:40AM PDT

MASTERCARD .... 8833

[Get receipt](#)

Reservation change: +1 night

\$45.65

May 29, 2020 · 09:34AM PDT

MASTERCARD .... 8833

[Get receipt](#)

**Amount paid (USD)****\$136.94**

[← To Itinerary](#)

## Your payment details

### Fremont

#### 2 nights in Fremont

Sat, May 30, 2020 → Mon, Jun 1, 2020

Private room · 1 bed · 1 guest

Confirmation code: HM9CZS555H



### Payments

#### 1 night in Fremont

\$45.65

May 30, 2020 · 03:33PM PDT

MASTERCARD .... 8833

[Get receipt](#)

#### Reservation change: +1 night

\$45.64

May 30, 2020 · 10:48PM PDT

MASTERCARD .... 8833

[Get receipt](#)

#### Amount paid (USD)

\$91.29



[← To Itinerary](#)

## Your payment details

### Fremont

2 nights in Fremont

Mon, Jun 1, 2020 → Wed, Jun 3, 2020

Private room · 1 bed · 1 guest

Confirmation code: HMYAQTQKXJ



### Payments

Payment 1 of 2

\$57.06

Jun 01, 2020 · 11:16AM PDT

MASTERCARD .... 8833

[Get receipt](#)

Amount paid (USD)

\$57.06

### Scheduled Payments

Payment 2 of 2

\$51.35

Scheduled for Jun 1, 2020

MASTERCARD .... 8833

[Update payment details](#)

**Balance due (USD)****\$51.35**

## Your receipt from Airbnb



Receipt ID: RC5WTJCJTP · Jun 02, 2020

### Fremont

#### 2 nights in Fremont

Wed, Jun 3, 2020 · Fri, Jun 5, 2020

Private room · 1 bed · 1 guest

133 Gable Drive  
Fremont, CA 94539  
United States

Hosted by Linda Zhang

Confirmation code: HMSEWHPJQ3  
[Go to Itinerary](#) · [Go to listing](#)

Traveler: George Austin

#### Cancellation policy

Cancel before 2:00 PM on Jun 3 and only get a refund of the cleaning fee. [More details](#)

Cutoff times are based on the listing's local time.

### Price breakdown

\$45.00 x 2 nights	\$90.00
Service fee	\$12.71
<b>Total (USD)</b>	<b>\$102.71</b>

### Payment

MASTERCARD **** 2063 Jun 02, 2020 10:58AM PDT	\$102.71
<b>Amount paid (USD)</b>	<b>\$102.71</b>

### Have a question?

[Visit the Help Center](#)

#### Airbnb Payments, Inc.

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## Your receipt from Airbnb



Receipt ID: RCMZBDQRSH · Jun 02, 2020

### Fremont

#### 1 night in Fremont

Fri, Jun 5, 2020 Sat, Jun 6, 2020

Private room · 1 bed · 1 guest

133 Gable Drive  
Fremont, CA 94539  
United States

Hosted by Linda Zhang

Confirmation code: HMSR2PAABE  
[Go to itinerary](#) [Go to listing](#)

Traveler: George Austin

#### Cancellation policy

Cancel before 2:00 PM on Jun 5 and only get a refund of the cleaning fee. [More details](#)

Cutoff times are based on the listing's local time

### Price breakdown

\$45.00 x 1 night	\$45.00
Service fee	\$6.35
<b>Total (USD)</b>	<b>\$51.35</b>

### Payment

MASTERCARD **** 2063	\$51.35
Jun 02, 2020 11:09AM PDT	

<b>Amount paid (USD)</b>	<b>\$51.35</b>
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#### Have a question?

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#### Airbnb Payments, Inc.

Airbnb Payments is a limited payment collection agent of your Host. It means that upon your payment of the Total Fees to Airbnb Payments, your payment obligation to your Host is satisfied. (i) the Host's cancellation policy (available on the Listing) or (ii) Airbnb's Guest Refund Policy Terms, available at [www.airbnb.com/terms](http://www.airbnb.com/terms). Questions or complaints: contact Airbnb Payments, Inc. at 855-4-AIRBNB (855-424-7262).

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## Your receipt from Airbnb



Receipt ID: RC5WTJCJTP • Jun 02, 2020

### Fremont

#### 2 nights in Fremont

Wed, Jun 3, 2020 Fri, Jun 5, 2020

Private room · 1 bed · 1 guest

133 Gable Drive  
Fremont, CA 94539  
United States

Hosted by Linda Zhang

Confirmation code: HM5EWHPJQ3  
[Go to itinerary](#) [Go to listing](#)

Traveler: George Austin

#### Cancellation policy

Cancel before 2:00 PM on Jun 3 and only get a refund of the cleaning fee. [More details](#)

Cutoff times are based on the listing's local time

### Price breakdown

\$45.00 x 2 nights	\$90.00
Service fee	\$12.71
<b>Total (USD)</b>	<b>\$102.71</b>

### Payment

MASTERCARD \*\*\*\* 2063  
Jun 02, 2020 10:58AM PDT**Amount paid (USD)** **\$102.71**

### Have a question?

[Visit the Help Center](#)

#### Airbnb Payments, Inc.

Airbnb Payments is a limited payment collection agent of your Host. It means that upon your payment of the Total Fees to Airbnb Payments, your payment obligation to your Host is satisfied, (i) the Host's cancellation policy (available on the Listing), or (ii) Airbnb's Guest Refund Policy Terms, available at [www.airbnb.com/terms](http://www.airbnb.com/terms). Questions or complaints: contact Airbnb Payments, Inc. at 855-4-AIRBNB (855-424-7262).

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## Your receipt from Airbnb



Receipt ID: RCMZBDQRSH - Jun 02, 2020

## Fremont

## 1 night in Fremont

Fri, Jun 5, 2020 Sat, Jun 6, 2020

Private room · 1 bed · 1 guest

133 Gable Drive  
Fremont, CA 94539  
United States

Hosted by Linda Zhang

Confirmation code: HMR2PAABE  
[Go to itinerary](#) [Go to listing](#)

Traveler: George Austin

## Cancellation policy

Cancel before 2:00 PM on Jun 5 and only get a refund of the cleaning fee. [More details](#)

Cutoff times are based on the listing's local time

## Price breakdown

\$45.00 x 1 night	\$45.00
Service fee	\$6.35
<b>Total (USD)</b>	<b>\$51.35</b>

## Payment

MASTERCARD \*\*\*\* 2063  
Jun 02, 2020 11:09AM PDT**Amount paid (USD)** **\$51.35**

## Have a question?

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## Airbnb Payments, Inc.

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## Your receipt from Airbnb



Receipt ID: RCFRQXH4QY · Jun 05, 2020

## Fremont

## 5 nights in Fremont

Sat, Jun 6, 2020 Thu, Jun 11, 2020

Private room · 1 bed · 1 guest

133 Gable Drive  
Fremont, CA 94539  
United States

Hosted by Linda Zhang

Confirmation code: HMTZPWKSEW  
[Go to itinerary](#) · [Go to listing](#)

Traveler: George Austin

## Cancellation policy

Cancel before 2:00 PM on Jun 6 and only get a refund of the cleaning fee. [More details](#)

Cutoff times are based on the listing's local time

## Price breakdown

\$50.00 x 5 nights	\$250.00
Cleaning fee	\$15.00
Service fee	\$37.41
<b>Total (USD)</b>	<b>\$302.41</b>

## Payment

MASTERCARD **** 5895 Jun 05, 2020 · 01:54PM PDT	\$302.41
<b>Amount paid (USD)</b>	<b>\$302.41</b>

## Have a question?

[Visit the Help Center](#)

## Airbnb Payments, Inc.

Airbnb Payments is a limited payment collection agent of your Host. It means that upon your payment of the Total Fees to Airbnb Payments, your payment obligation to your Host is satisfied. (i) the Host's cancellation policy (available on the Listing); or (ii) Airbnb's Guest Refund Policy Terms, available at [www.airbnb.com/terms](http://www.airbnb.com/terms). Questions or complaints: contact Airbnb Payments, Inc. at 855-4-AIRBNB (855-424-7262).

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## Your receipt from Airbnb



Receipt ID: RCB9AYXCBZ · Jun 10, 2020

## Fremont

## 6 nights in Fremont

Thu, Jun 11, 2020 — Wed, Jun 17, 2020

Private room · 1 bed · 1 guest

133 Gable Drive  
Fremont, CA 94539  
United States

Hosted by Linda Zhang

Confirmation code: HMPBFTP889  
[Go to itinerary](#) [Go to listing](#)

Traveler: George Austin

## Cancellation policy

Cancel before 2:00 PM on Jun 11 and only get a refund of the cleaning fee. [More details](#)

Cutoff times are based on the listing's local time

## Have a question?

[Visit the Help Center](#)

## Price breakdown

\$50.00 x 6 nights	\$300.00
Cleaning fee	\$15.00
Service fee	\$44.47
<b>Total (USD)</b>	<b>\$359.47</b>

## Payment

MASTERCARD \*\*\*\* 7179

Jun 10, 2020 · 04:11PM PDT

**Amount paid (USD)** **\$359.47**

## Airbnb Payments, Inc.

Airbnb Payments is a limited payment collection agent of your Host. It means that upon your payment of the Total Fees to Airbnb Payments, your payment obligation to your Host is satisfied. (i) the Host's cancellation policy (available on the Listing), or (ii) Airbnb's Guest Refund Policy Terms, available at [www.airbnb.com/terms](http://www.airbnb.com/terms). Questions or complaints: contact Airbnb Payments, Inc. at 855-4-AIRBNB (855-424-7262).

## Payment processed by:

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## Your receipt from Airbnb



Receipt ID: RCB59WMWYB · Jun 14, 2020

### Fremont

#### 3 nights in Fremont

Wed, Jun 17, 2020 Sat, Jun 20, 2020

Private room · 1 bed · 1 guest

133 Gable Drive  
Fremont, CA 94539  
United States

Hosted by Linda Zhang

Confirmation code: HMXPAHXKRT  
[Go to itinerary](#) [Go to listing](#)

Traveler: George Austin

#### Cancellation policy

Cancel before 2:00 PM on Jun 17 and only get a refund of the cleaning fee. [More details](#)

Cutoff times are based on the listing's local time

### Price breakdown

\$50.00 x 3 nights	\$150.00
Service fee	\$21.18
<b>Total (USD)</b>	<b>\$171.18</b>

### Payment

VISA **** 6306	\$171.18
JUN 14, 2020 · 03:00PM PDT	
<b>Amount paid (USD)</b>	<b>\$171.18</b>

### Have a question?

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#### Airbnb Payments, Inc.

Airbnb Payments is a limited payment collection agent of your Host. It means that upon your payment of the Total Fees to Airbnb Payments, your payment obligation to your Host is satisfied. (i) the Host's Cancellation policy (available on the Listing); or (ii) Airbnb's Guest Refund Policy Terms, available at [www.airbnb.com/terms](http://www.airbnb.com/terms). Questions or complaints: contact Airbnb Payments, Inc. at 855-4-AIRBNB (855-424-7262).

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## Your receipt from Airbnb



Receipt ID: RCNR5J9B3J · Jun 19, 2020

## Fremont

## 4 nights in Fremont

Sat, Jun 20, 2020 · Wed, Jun 24, 2020

Private room · 1 bed · 1 guest



133 Gable Drive  
Fremont, CA 94539  
United States

Hosted by Linda Zhang

Confirmation code: HMQ4ZQ4BBQ  
Go to itinerary · Go to listing

Traveler: George Austin

## Cancellation policy

Cancel before 2:00 PM on Jun 20 and only get a refund of the cleaning fee. More details

Cutoff times are based on the listing's local time

## Price breakdown

\$50.00 x 4 nights	\$200.00
Cleaning fee	\$15.00
Service fee	\$30.35
<b>Total (USD)</b>	<b>\$245.35</b>

## Payment

VISA **** 6474	\$245.35
Jun 19, 2020 · 11:53AM PDT	

<b>Amount paid (USD)</b>	<b>\$245.35</b>
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## Have a question?

Visit the Help Center

## Airbnb Payments, Inc.

Airbnb Payments is a limited payment collection agent of your Host; it means that upon your payment of the Total Fees to Airbnb Payments, your payment obligation to your Host is satisfied, (i) the Host's cancellation policy (available on the Listing); or (ii) Airbnb's Guest Refund Policy Terms, available at [www.airbnb.com/terms](https://www.airbnb.com/terms). Questions or complaints: contact Airbnb Payments, Inc. at 855-4-AIRBNB (855-424-7262).

## Payment processed by

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## Your receipt from Airbnb



Receipt ID: RC4SD2CRPH · Jun 24, 2020

## Fremont

## 1 night in Fremont

Wed, Jun 24, 2020 Thu, Jun 25, 2020

Private room · 1 bed · 1 guest

133 Gable Drive  
Fremont, CA 94539  
United States

Hosted by Linda Zhang

Confirmation code: HM8E8DZ5X9  
[Go to itinerary](#) · [Go to listing](#)

Traveler: George Austin

## Cancellation policy

Cancel before 2:00 PM on Jun 24 and only get a refund of the cleaning fee. More details

Cutoff times are based on the listing's local time

## Price breakdown

\$50.00 x 1 night	\$50.00
Service fee	\$7.06
<b>Total (USD)</b>	<b>\$57.06</b>

## Payment

VISA ···· 6474	\$57.06
Jun 24, 2020 · 09:14AM PDT	

<b>Amount paid (USD)</b>	<b>\$57.06</b>
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## Have a question?

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## Payment processed by

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[www.airbnb.com](http://www.airbnb.com)

## Your receipt from Airbnb



Receipt ID: RCYFRQ2484 · Jun 25, 2020

## Fremont

## 4 nights in Fremont

Thu, Jun 25, 2020 · Mon, Jun 29, 2020

Private room · 1 bed · 1 guest



133 Gable Drive  
Fremont, CA 94539  
United States

Hosted by Linda Zhang

Confirmation code: HM5TJMASCX  
[Go to itinerary](#) · [Go to listing](#)

Traveler: George Austin

## Cancellation policy

Cancel before 2:00 PM on Jun 25 and only get a refund of the cleaning fee. More details

Cutoff times are based on the listing's local time

## Price breakdown

\$50.00 x 4 nights	\$200.00
Service fee	\$28.24
<b>Total (USD)</b>	<b>\$228.24</b>

## Payment

VISA ···· 6474	\$228.24
Jun 25, 2020 · 11:20AM PDT	

<b>Amount paid (USD)</b>	<b>\$228.24</b>
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## Have a question?

Visit the Help Center

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## Payment processed by:

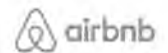
Airbnb Payments, Inc.  
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## Your receipt from Airbnb



Receipt ID: RCA42Y9RAJ · Jun 28, 2020

## Fremont

## 2 nights in Fremont

Mon, Jun 29, 2020 · Wed, Jul 1, 2020

Private room · 1 bed · 1 guest

133 Gable Drive  
Fremont, CA 94539  
United States

Hosted by Linda Zhang

Confirmation code: HMNCABM92C  
[Go to itinerary](#) · [Go to listing](#)

Traveler: George Austin

## Cancellation policy

Cancel before 2:00 PM on Jun 29 and only get a refund of the cleaning fee. More details

Cutoff times are based on the listing's local time

## Price breakdown

\$50.00 x 2 nights	\$100.00
Service fee	\$14.12
<b>Total (USD)</b>	<b>\$114.12</b>

## Payment

VISA **** 6474	\$114.12
Jun 28, 2020 · 01:24PM PDT	

<b>Amount paid (USD)</b>	<b>\$114.12</b>
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## Have a question?

[Visit the Help Center](#)

## Airbnb Payments, Inc.

Airbnb Payments is a limited payment collection agent of your Host. It means that upon your payment of the Total Fees (to Airbnb Payments, your payment obligation to your Host is satisfied, (i) the Host's cancellation policy (available on the Listing), or (ii) Airbnb's Guest Refund Policy Terms, available at [www.airbnb.com/terms](http://www.airbnb.com/terms). Questions or complaints: contact Airbnb Payments, Inc. at 855-4-AIRBNB (855-424-7262).

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[www.airbnb.com](http://www.airbnb.com)

## Your receipt from Airbnb



Receipt ID: RCDP8ETSDS · Jun 29, 2020

## Fremont

## 4 nights in Fremont

Wed, Jul 1, 2020 — Sun, Jul 5, 2020

Private room · 1 bed · 1 guest



133 Gable Drive  
Fremont, CA 94539  
United States

Hosted by Linda Zhang

Confirmation code: HM3YBR5YYK  
[Go to Itinerary](#) · [Go to listing](#)

Traveler: George Austin

## Cancellation policy

Cancel before 2:00 PM on Jul 1 and only get a refund of the cleaning fee. [More details](#)

Cutoff times are based on the listing's local time

## Price breakdown

\$50.00 x 4 nights	\$200.00
Service fee	\$28.24
<b>Total (USD)</b>	<b>\$228.24</b>

## Payment

VISA **** 6474	\$228.24
Jun 29, 2020 · 10:12PM PDT	

<b>Amount paid (USD)</b>	<b>\$228.24</b>
--------------------------	-----------------

## Have a question?

[Visit the Help Center](#)

## Airbnb Payments, Inc.

Airbnb Payments is a limited payment collection agent of your Host. It means that upon your payment of the Total Fees to Airbnb Payments, your payment obligation to your Host is satisfied, (i) the Host's cancellation policy (available on the Listing), or (ii) Airbnb's Guest Refund Policy Terms, available at [www.airbnb.com/terms](http://www.airbnb.com/terms). Questions or complaints: contact Airbnb Payments, Inc. at 855-4-AIRBNB (855-424-7262).

## Payment processed by:

Airbnb Payments, Inc.  
888 Brannan St. San Francisco, CA 94103

airbnb, inc.

888 Brannan St. San Francisco, CA 94103  
[www.airbnb.com](http://www.airbnb.com)



## Your receipt from Airbnb



Receipt ID: RC5EMT8HAW · Jul 04, 2020

## Fremont

## 2 nights in Fremont

Sun, Jul 5, 2020 Tue, Jul 7, 2020

Private room · 1 bed · 1 guest



133 Gable Drive  
Fremont, CA 94539  
United States

Hosted by Linda Zhang

Confirmation code: HM344PRNK3

[Go to Itinerary](#) · [Go to listing](#)

Traveler: George Austin

## Cancellation policy

Cancel before 2:00 PM on Jul 5 and only get a refund of the cleaning fee. More details

Cutoff times are based on the listing's local time.

## Price breakdown

\$50.00 x 2 nights \$100.00

Service fee \$14.12

**Total (USD) \$114.12**

## Payment

VISA \*\*\*\* 6474 \$114.12

Jul 04, 2020 · 02:38PM PDT

**Amount paid (USD) \$114.12**

## Have a question?

[Visit the Help Center](#)

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## Payment processed by:

Airbnb Payments, Inc.

888 Brannan St., San Francisco, CA 94103

Airbnb, Inc.

484 Brannan St., San Francisco, CA 94103

[www.airbnb.com](http://www.airbnb.com)



## Your receipt from Airbnb



Receipt ID: RC5EMT8HAW · Jul 04, 2020

## Fremont

## 2 nights in Fremont

Sun, Jul 5, 2020 Tue, Jul 7, 2020

Private room · 1 bed · 1 guest



133 Gable Drive  
Fremont, CA 94539  
United States

Hosted by Linda Zhang

Confirmation code: HM344PRNK3

[Go to itinerary](#) · [Go to listing](#)

Traveler: George Austin

## Cancellation policy

Cancel before 2:00 PM on Jul 5 and only get a refund of the cleaning fee. [More details](#)

Cutoff times are based on the listing's local time.

## Price breakdown

\$50.00 x 2 nights \$100.00

Service fee \$14.12

**Total (USD) \$114.12**

## Payment

VISA \*\*\*\* 6474 \$114.12

Jul 04, 2020 · 10:38PM PDT

**Amount paid (USD) \$114.12**

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## Payment processed by:

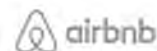
Airbnb Payments, Inc.  
888 Brannan St., San Francisco, CA 94103

Airbnb, Inc.

888 Brannan St. San Francisco, CA 94103  
[www.airbnb.com](http://www.airbnb.com)



## Your receipt from Airbnb



Receipt ID: RCH2JYJ8F4 · Jul 07, 2020

## Fremont

## 4 nights in Fremont

Tue, Jul 7, 2020 Sat, Jul 11, 2020

Private room · 1 bed · 1 guest

133 Gable Drive  
Fremont, CA 94539  
United States

Hosted by Linda Zhang

Confirmation code: HMQBYCE42

[Go to itinerary](#) [Go to listing](#)

Traveler: George Austin

## Cancellation policy

Cancel before 2:00 PM on Jul 7 and only get a refund of the cleaning fee. [More details](#)

Cutoff times are based on the listing's local time.

## Price breakdown

\$50.00 x 4 nights	\$200.00
Cleaning fee	\$15.00
Service fee	\$30.35
<b>Total (USD)</b>	<b>\$245.35</b>

## Payment

VISA \*\*\*\* 6474  
Jul 07, 2020 12:00AM PDT**Amount paid (USD)** **\$245.35**

## Have a question?

[Visit the Help Center](#)

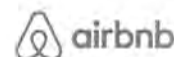
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## Payment processed by:

Airbnb Payments, Inc.  
888 Brannan St. San Francisco, CA 94103

Airbnb, Inc.

888 Brannan St., San Francisco, CA 94103  
[www.airbnb.com](https://www.airbnb.com)

## Your receipt from Airbnb



Receipt ID: RCW8MQTQ2R · Jul 10, 2020

## Fremont

## 7 nights in Fremont

Sat, Jul 11, 2020 Sat, Jul 18, 2020

Private room · 1 bed · 1 guest

133 Gable Drive  
Fremont, CA 94539  
United States

Hosted by Linda Zhang

Confirmation code: HMMTBCZ4CD  
[Go to itinerary](#) · [Go to listing](#)

Traveler: George Austin

## Cancellation policy

Cancel before 2:00 PM on Jul 11 and only get a refund of the cleaning fee. [More details](#)

Cutoff times are based on the listing's local time

## Price breakdown

\$47.86 x 7 nights	\$335.00
Service fee	\$47.29
<b>Total (USD)</b>	<b>\$382.29</b>

## Payment

VISA **** 6474	\$382.29
Jul 10, 2020 · 04:44PM PDT	

<b>Amount paid (USD)</b>	<b>\$382.29</b>
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## Have a question?

[Visit the Help Center](#)

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## Payment processed by:

Airbnb Payments, Inc.  
1888 Brannan St. San Francisco, CA 94103

## Airbnb, Inc.

1888 Brannan St. San Francisco, CA 94103  
[www.airbnb.com](http://www.airbnb.com)



## Your receipt from Airbnb



Receipt ID: RCZEZ2PDB3 · Jul 17, 2020

## Fremont

## 1 night in Fremont

Sat, Jul 18, 2020 · Sun, Jul 19, 2020

Private room · 1 bed · 1 guest



133 Gable Drive  
Fremont, CA 94539  
United States

Hosted by Linda Zhang

Confirmation code: HMHSFJK8FS  
[Go to itinerary](#) · [Go to listing](#)

Traveler: George Austin

## Cancellation policy

Cancel before 2:00 PM on Jul 18 and only get a refund of the cleaning fee. More details

Cutoff times are based on the listing's local time

## Price breakdown

\$50.00 x 1 night	\$50.00
Service fee	\$7.06
<b>Total (USD)</b>	<b>\$57.06</b>

## Payment

VISA **** 6474	\$57.06
Jul 17, 2020 · 11:02AM PDT	

<b>Amount paid (USD)</b>	<b>\$57.06</b>
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## Have a question?

[Visit the Help Center](#)

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## Payment processed by:

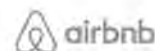
Airbnb Payments, Inc.  
888 Brannan St. San Francisco, CA 94103

Airbnb, Inc.

888 Brannan St. San Francisco, CA 94103  
[www.airbnb.com](http://www.airbnb.com)



## Your receipt from Airbnb



Receipt ID: RCTAQDDR9T · Jul 18, 2020

## Fremont

## 4 nights in Fremont

Sun, Jul 19, 2020 — Thu, Jul 23, 2020

Private room · 1 bed · 1 guest



133 Gable Drive  
Fremont, CA 94539  
United States

Hosted by Linda Zhang

Confirmation code: HM4N9S93YA  
[Go to itinerary](#) · [Go to listing](#)

Traveler: George Austin

## Cancellation policy

Cancel before 2:00 PM on Jul 19 and only get a refund of the cleaning fee. [More details](#)

Cutoff times are based on the listing's local time

## Price breakdown

\$50.00 x 4 nights	\$200.00
Service fee	\$28.24
<b>Total (USD)</b>	<b>\$228.24</b>

## Payment

VISA **** 6474	\$228.24
Jul 18, 2020 · 04:10PM PDT	

<b>Amount paid (USD)</b>	<b>\$228.24</b>
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## Have a question?

Visit the [Help Center](#)

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## Airbnb, Inc.

888 Brannan St. San Francisco, CA 94103  
[www.airbnb.com](http://www.airbnb.com)



[← To Itinerary](#)

## Your payment details

### Fremont

9 nights in Fremont

Thu, Jul 23, 2020 → Sat, Aug 1, 2020

Private room · 1 bed · 1 guest

Confirmation code: HMQ84SRAXA



### Payments

4 nights in Fremont

\$228.24

Jul 22, 2020 · 04:59PM PDT

VISA \*\*\*\* 6474

[Get receipt](#)

Reservation change: +5 nights

\$285.29

Jul 27, 2020 · 12:06AM PDT

VISA \*\*\*\* 6474

[Get receipt](#)

**Amount paid (USD)**

**\$513.53**



# Unique

## GEORGETOWN LAW

Combining a world-renowned faculty, a dedication to intellectual stimulation and community, and a location in the heart of the nation's capital, Georgetown is a **unique** place to study law.

### Legal Education in Its Fullest Sense

Georgetown Law seeks not only to impart the tools of the lawyer's trade, but also to foster reflection and inquiry into the nature of law and the role and responsibility of lawyers in a global society. The goal is education in its fullest sense — not only mastery of "black letter law," but a sense of the philosophical, political, social and ethical dimensions of law, the awakening of a abiding curiosity about its nature and purposes, and the instilling of a sense of responsibility, development and direction.

### A Dynamic Intellectual Community

Georgetown nurtures the very highest standards of scholarly inquiry, intellectual rigor and behavior in a way that respects each student's individuality and fosters his or her particular interests and career goals. The result is a dynamic intellectual community, in which students have an unprecedented range of academic opportunities both inside and outside the classroom.

### An unparalleled Vantage Point

Located in Washington, D.C., within blocks of the U.S. Congress that enacts laws, the School of Law provides students with a unique perspective on the legal system.

"What law school in the country is better positioned to deal with the way the profession is going than Georgetown? We have connections to the corporate bar and criminal justice, and we have extensive clinics. We have been oriented to government and politics for decades. Wherever the legal market is going, what law school has more beachheads there than we do? This is a good place to be."



Daniel R. Ernst, Professor of Law



# University of California

ON THE NOMINATION OF THE FACULTY OF THE  
COLLEGE OF LETTERS AND SCIENCE  
HAVE CONFERRED UPON

GEORGE JARVIS AUSTIN

THE DEGREE OF BACHELOR OF ARTS  
WITH A MAJOR IN SOCIOLOGY

WITH ALL THE RIGHTS AND PRIVILEGES THERETO PERTAINING

GIVEN AT BERKELEY

THIS NINETEENTH DAY OF DECEMBER IN THE YEAR  
TWO THOUSAND AND NINE



*Arnold Schwarzenegger*  
GOVERNOR OF CALIFORNIA AND  
PRESIDENT OF THE REGENTS

*Mar. 24. 1909*  
PRESIDENT OF THE UNIVERSITY

*Robert J. Bingman*  
CHANCELLOR AT BERKELEY

*James B. Wright*  
ACTING EXECUTIVE DEAN OF THE COLLEGE



# Austin wants to be sheriff

Look out Tom Tramel, there may be a future sheriff in town.

Five-year-old George Jarvis Austin attends the Kindergarten Center and he wants to be a police officer or a sheriff when he grows up.

Son of Charlotte Hall-Austin, George has begun his school career with a positive attitude. "George is an enthusiastic learner and he is a well-liked and caring person," says one of his teachers.

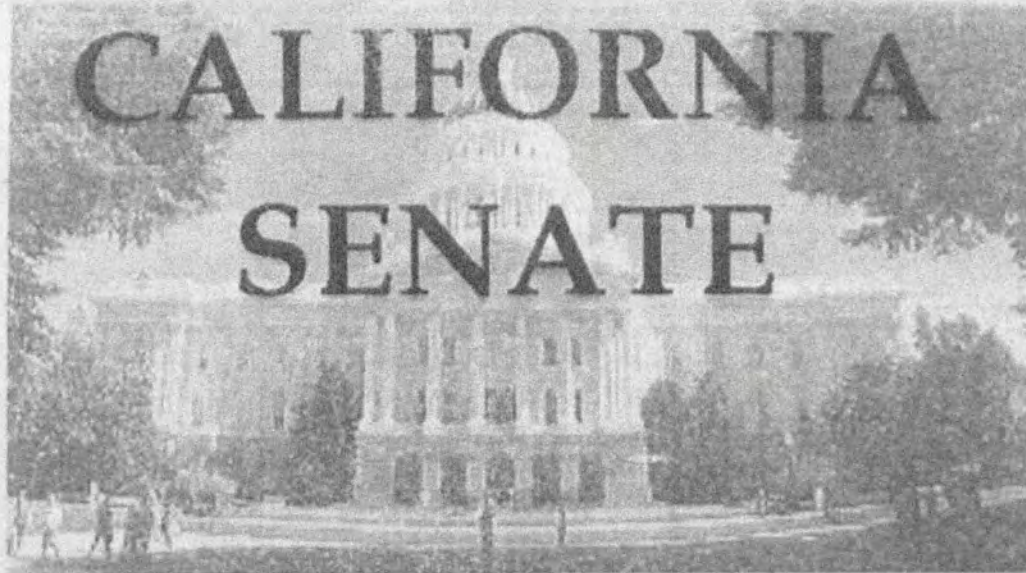
His interests include T-ball and books, especially the Berenstain Bears series.

According to Principal Earl Watts, "George is a very smart child. He is totally involved in all classroom activities and loves school. With George's ability, I think he can accomplish his goals in life."





# CALIFORNIA SENATE



## EXPIRATION

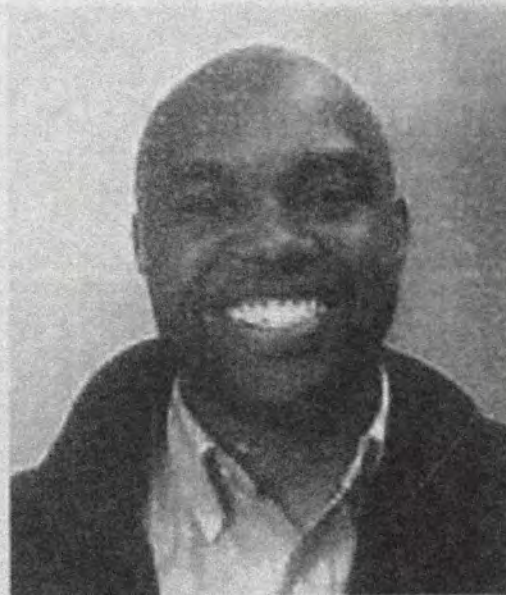
09/30/2013

## Eye Color

Brown

## Height

6-0

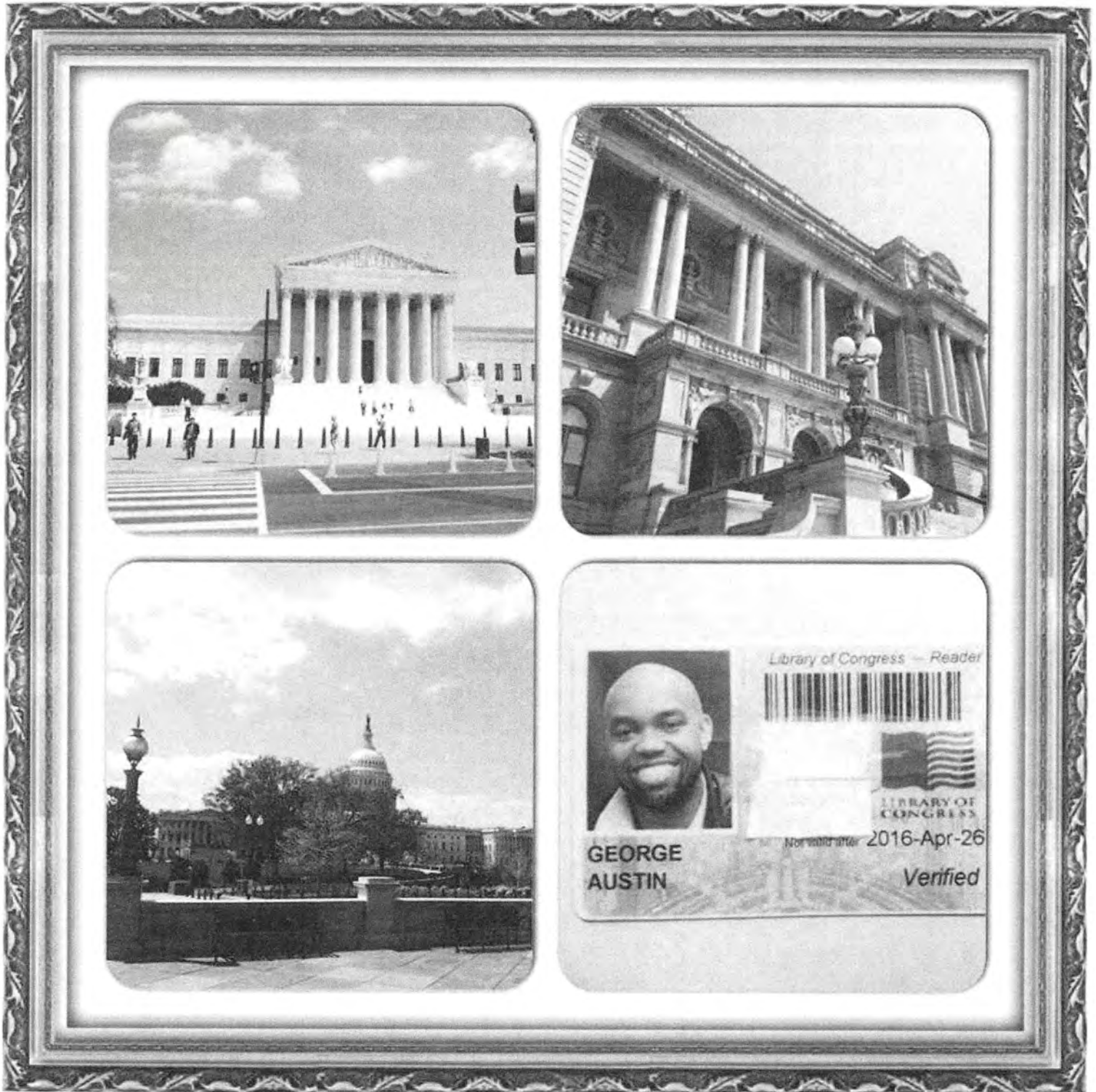


Austin, George

Governance & Fin







AT&amp;T LTE

11:14 AM

29%



mail.google.com



Google+

Gmail

Calendar

Web

more

'Mega...

**FOR IMMEDIATE RELEASE****CONTACTS:** Melissa Jones, (916) 651-4005

July 18, 2012

Melissa.Jones@sen.ca.gov

**Stockton residents accepted to prestigious  
Capitol fellowship***George Austin and Faith Lane selected for 2012-2013  
Senate Fellowship Program*

SACRAMENTO– Stockton residents George Austin and Faith Lane have been accepted to the prestigious Senate Fellows Program at the State Capitol, where





AT&amp;T LTE

11:15 AM

29%



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Gmail

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Web

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'Mega...



## Stockton residents accepted to prestigious Capitol fellowship

*George Austin and Faith Lane selected for 2012-2013 Senate Fellowship Program*

SACRAMENTO– Stockton residents George Austin and Faith Lane have been accepted to the prestigious Senate Fellows Program at the State Capitol, where they will work for 11 months as a full-time staffer in a Senate office.

"I am grateful to be selected and very excited for the opportunity to grow, learn more about our system of government, and most importantly, to serve," said Austin, a graduate of the University of California at Berkeley.

"I feel honored to be given this opportunity," said Lane, a graduate of the University of California at Santa Barbara. "Following my term as a Senate Fellow, I hope use my knowledge acquired through the program to better my home in the Central Valley."



youtube.com



 YouTube



   0:54  -1:31 

Uploads from Sacramento State  
567 / 755 Sacramento State

 U-Nite at the Crocker  
2013  
Sacramento State  
3:30





GEORGETOWN UNIVERSITY LAW CENTER

Office of the Dean of Students

February 28, 2019

George Austin  
240 Channel St. #431  
Stockton CA, 95202

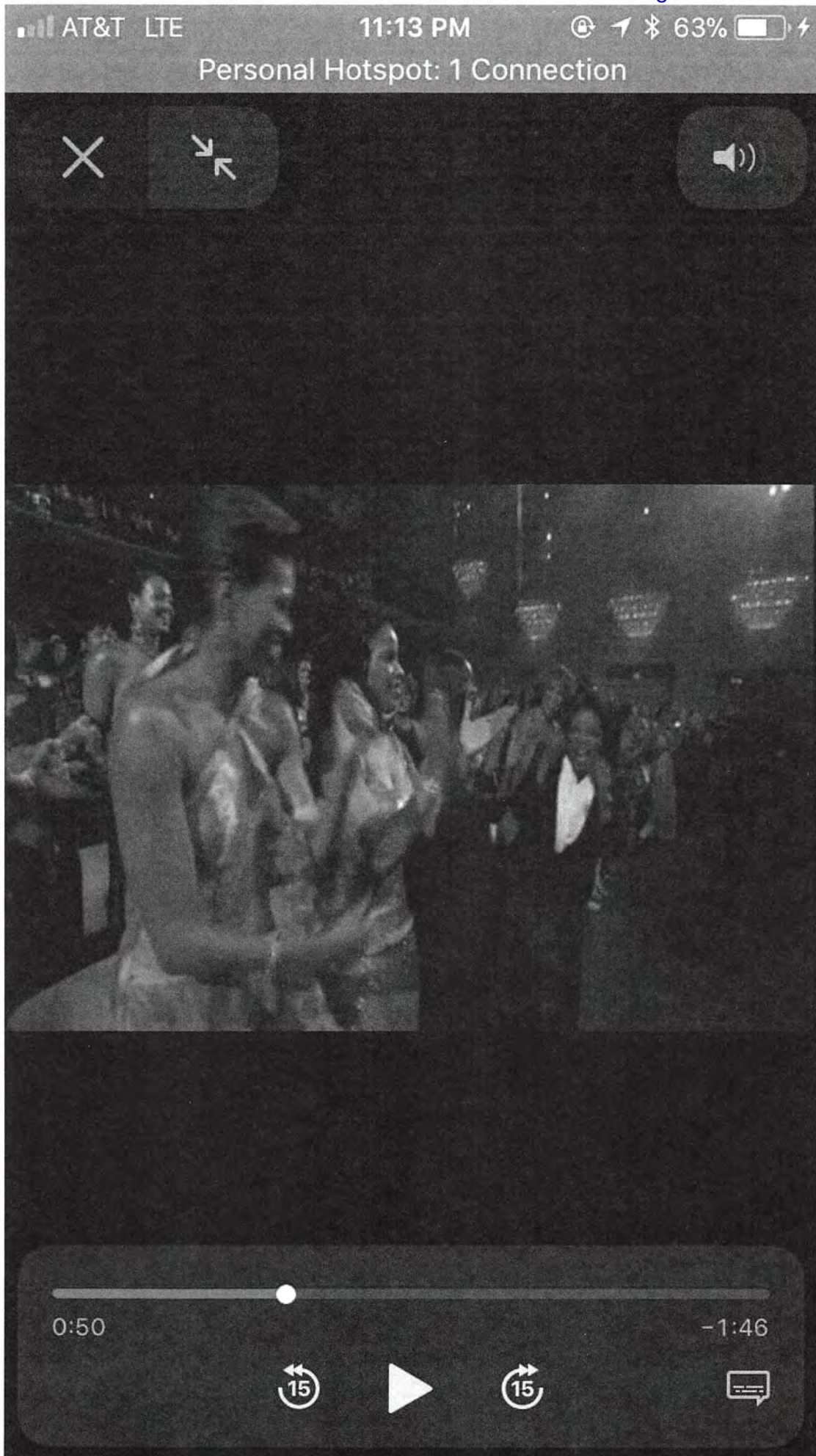
Dear George,

Per your request, please find enclosed copies of the two Georgetown Law admissions brochures of which we are aware that include an image of you.

Sincerely,

Mitch Bailin  
Associate Vice President and Dean of Students









# STATE OF THE STATE ADDRESS

THURSDAY, JANUARY 24, 2013



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11:15 AM

29%



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July 18, 2012

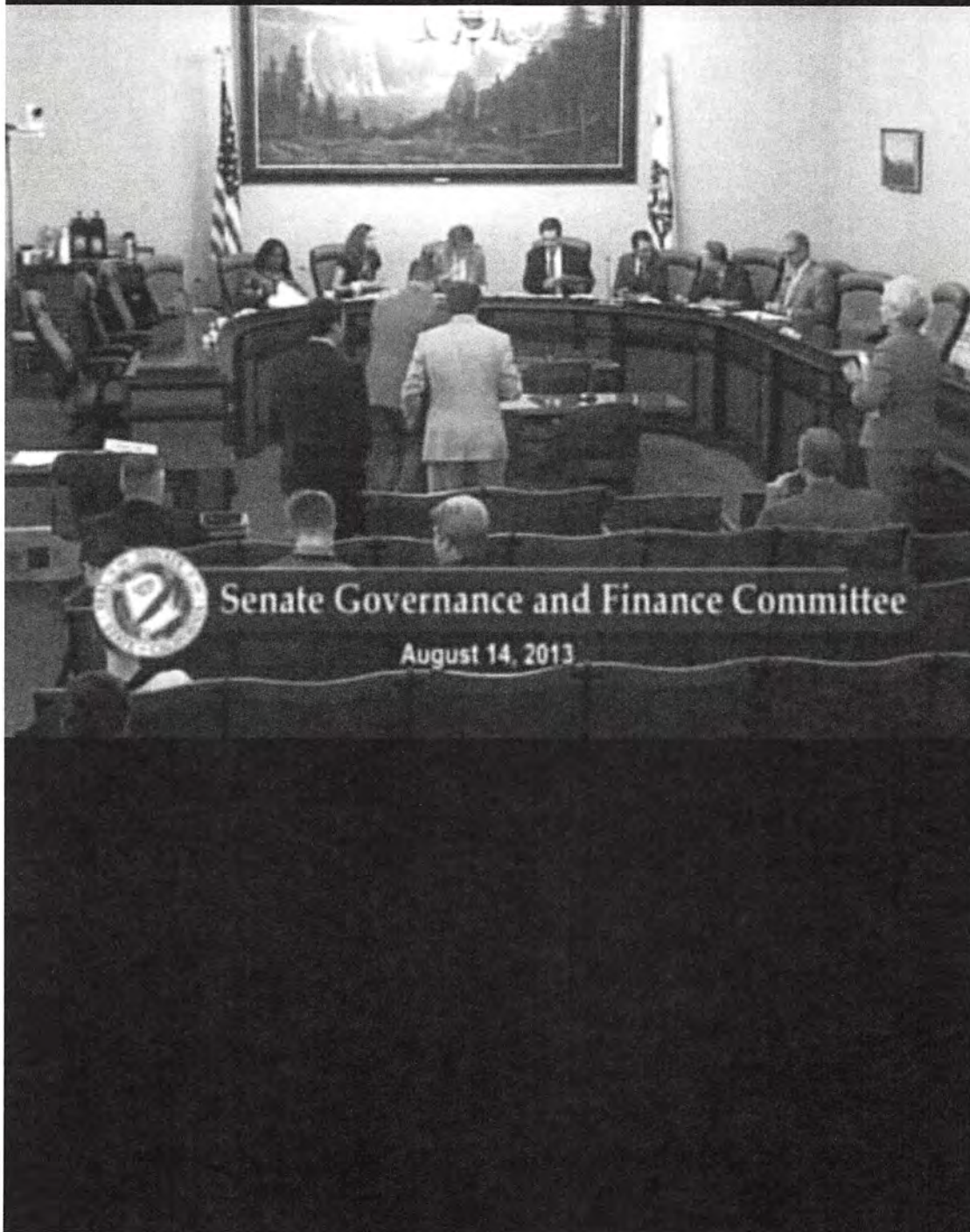
Melissa.Jones@sen.ca.gov

**Stockton residents accepted to prestigious  
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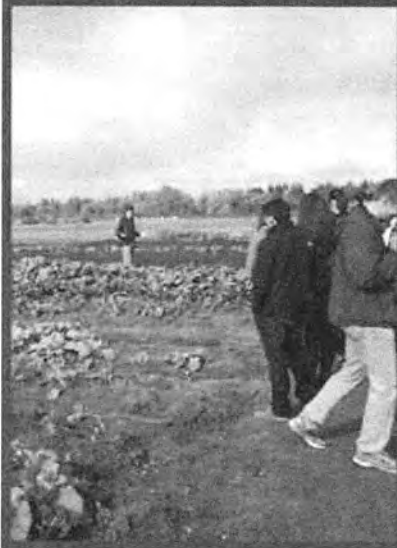
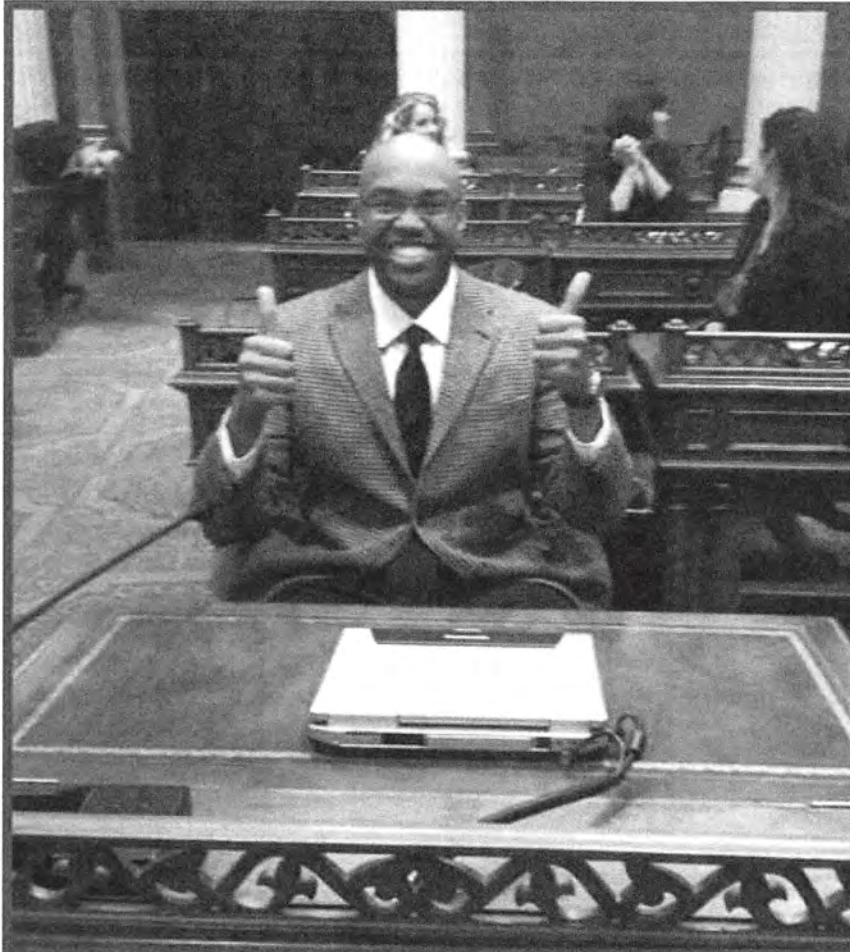
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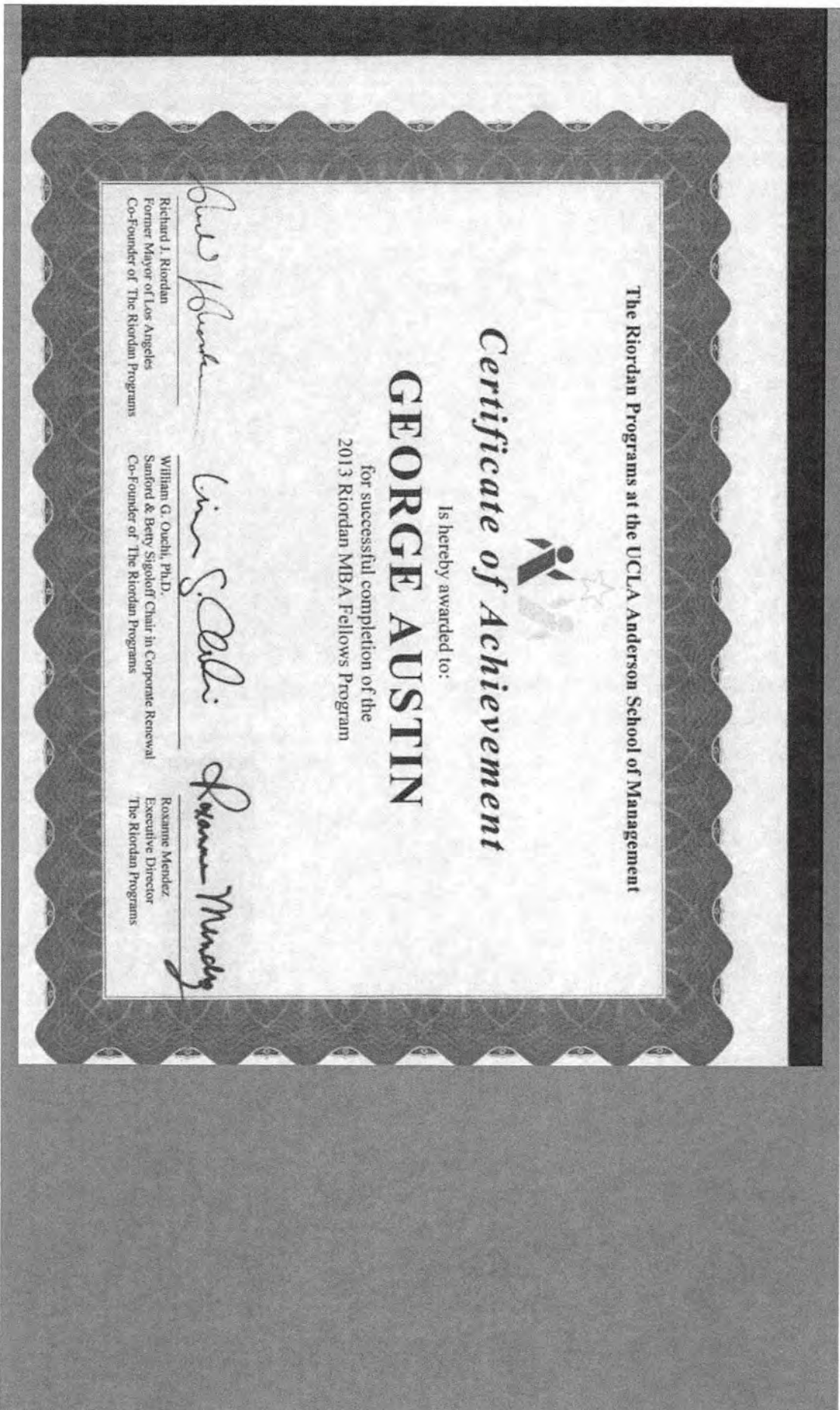


AT&amp;T LTE

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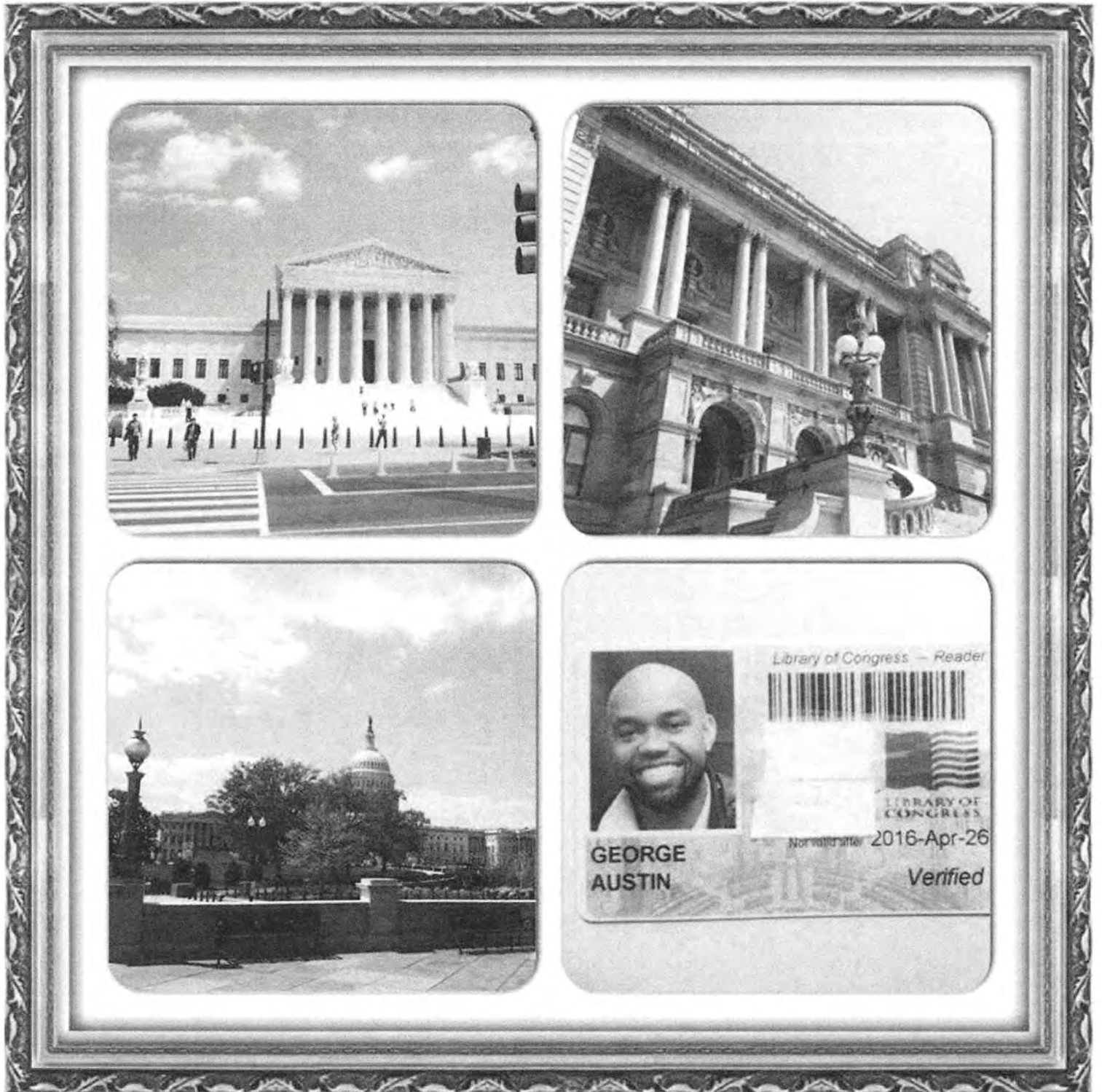
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mail-attachment.googleusercontent.com













STATE OF THE STATE  
ADDRESS

THURSDAY, JANUARY 24, 2013